

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

RETURN DATE: June 4th, 2018  
U.S. BANKRUPTCY COURT  
EASTERN DISTRICT OF  
NEW YORK

-----X  
In re:

Case No. 8-17-72595-reg

21 MAY 21 P 4:50

Patrick M. O'Leary

Debtor(s)

Chapter: 11

RECEIVED

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NOTICE OF MOTION

**PLEASE TAKE NOTICE**, that upon the motion dated May 21st, 2018 ("Motion") of Patrick Michael O'Leary the Debtor herein ("Debtor"), the undersigned will move this Court, before the Honorable Robert E. Grossman, United States Bankruptcy Judge, at the United States Bankruptcy Court, 290 Federal Plaza, Central Islip, New York 11722, on the 4th day of June, 2018 at 1:30 p.m., or as soon thereafter Debtor may be heard for an order (i) authorizing the sale of Debtor's residence; (ii) retention of real estate broker; (iii) release of insurance proceeds (iv) for such other and further relief as the Court deems just and proper,

**PLEASE TAKE FURTHER NOTICE**, that responsive papers, if any, must be filed with the Court on the Court's website, [www.nyeb.uscourts.gov](http://www.nyeb.uscourts.gov) (Login and Password required), with a copy delivered directly to Chambers, and served and received by Patrick Michael O'Leary, 31 Par Lane North, Brentwood, NY 11717, (Debtor), and all parties having filed notice of appearance, no later than three (3) business days prior to the date of the hearing.

**By Debtor:** /s/ Patrick M. O'Leary,

**Dated:** Brentwood, New York  
May 21st, 2018

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK****RETURN DATE:** June 4th, 2018

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**In re:****Case No.** 8-17-72595-reg

Patrick M. O'Leary

**Debtor(s)****Chapter:** 11

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**DEBTOR'S SECOND AMENDED MOTION SEEKING THE ENTRY OF AN ORDER  
AUTHORIZING THE (1) RETENTION OF REAL ESTATE BROKER FOR (2) THE SALE OF  
REAL ESTATE PROPERTY**

Patrick Michael O'Leary, the debtor and debtor-in-possession, in support of the motion seeking the entry of an Order pursuant to inter alia Sections 105 and 363 of Title 11 of the United State Code (the "Bankruptcy Code") and Rules 2002, 6004, 9006 and 9014 of the Federal Rules of Bankruptcy Procedure ("The Bankruptcy Rules") authorizing the sale of the Debtor's real property located at: **115 Jellico Cir, Southlake, TX 76092** and retention of **Rocha and Associates** as Real Estate Broker.

**JURISDICTION**

This Court has jurisdiction to consider this Motion pursuant to, 28 U.S.C. §§ 157 and 1334. Venue of the debtor's chapter 11 case and this Motion are proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(A) and (N). The statutory predicates for the relief sought herein are sections 105, 327, 328 and 363 of the Bankruptcy Code, Bankruptcy Rule 6004, and Local Bankruptcy Rules.

**BACKGROUND**

On (or about) April 28, 2017, (the "Filing Date"), the debtor filed a voluntary petition for relief from its creditors under Chapter 13 of the Bankruptcy Code, the case was later converted to a Chapter 11 on (or about) August 1st 2017. The debtor has continued possession of its property and the management of its business affairs as debtor-in-possession pursuant to 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner or statutory committee has been appointed.

The debtor, Patrick Michael O'Leary, is an individual working as a consultant through his company that is not in Bankruptcy and has other individual income sources.

The debtor is the owner of the premises located at: **115 Jellico Cir, Southlake, TX 76092**. By this Motion, the debtor seeks authority to sell this property pursuant to the terms of a contract of sale and to retain Rocha and Associates as Real Estate Broker.

As of January 8th, 2018, the following table shows the liens and proof of claims on the property:

<b>Position #</b>	<b>Who</b>	<b>Claim Amount</b>	<b>Claim #</b>	<b>Type</b>	<b>Interest Rate</b>
<b>1st</b>	JP Morgan Chase *	\$495,981.46	7	Mortgage 1st	<b>7.8%</b>
<b>2nd</b>	First Tennessee	\$20,086.70	3	Mortgage 2nd	10.3%
<b>3rd</b>	IRS	\$1,657,209.88	2	Tax Lien	???

\* The JP Morgan Chase principle amount is less than \$229,000, all other in claim is interest, property taxes, forced insurance and other fees. This loan is also FANNIE MAE backed.

Given the Debtor is in New York, with Court authorization, the Debtor engaged a real estate broker in Texas, **Rocha and Associates** to get the property marketed and sold.

The Broker (and her staff), have been actively / aggressively showing the property and procuring a sale and contract for the Debtor as the Court directed the Debtor to do in December.

On **February 24th, 2018**, The Debtor/Broker secured an executed contract for the sale of the property from a buyer that JP Morgan Chase themselves has already approved for a loan to finance **this** buyer for **this** property.

On **March 2nd, 2018**, Due to no response, delays by JP Morgan Chase and required repairs found (from independent inspector) the Buyer lowered the offer.

On **March 16th, 2018**, the Debtor delivered all required documents to JP Morgan Chase via its online website and also to the local law firm representing JP Morgan Chase.

After the buyers formal inspection, the property was to be in need of \$150,000 in repairs.

**On April 30th, 2018:**

- (1) JP Morgan Chase still did not process the paperwork from the Debtor.
- (2) Judge Grossman gave JP Morgan Chase **seven (7)** days to finish the process.

**On May 16th 2018:**

- (1) JP Morgan Chase still did not process the paperwork from the Debtor as directed by the Court.
- (2) The Debtor was informed by the Broker that JP Morgan Chase stated that they were not going to be finished for yet another 7-10 business days.

**As of May 21st, 2018**, Due to JP Morgan Chase not adhering to Courts direction, the Debtor is now at risk of losing this Buyer.

**RELIEF REQUESTED**

Given that:

- (1) The Debtor **has** indeed followed **all** Court Orders/direction **AND**
- (2) The Debtor has produced results **AND**
- (3) JP Morgan Chase will not adhere to the direction/Order given by the Court,

By this motion, the Debtor requests the Court to formally and immediately:

- (1) Deny any lift-stay motions filed by JP Morgan Chase or any other creditor.
- (2) Authorize/Order the retention of the Broker (and paid her commission)
- (3) Authorize/Order the sale of the property to the contracted buyer.
- (4) Authorize/Order the sale to immediately proceed to closing with the title company.

With the sale proceeds of this real estate property, the debtor shall pay the following (in order):

- (1) All costs and ordinary / customary expenses associated with the sale including a real estate brokerage commission of the industry standard amount of **6%** of real estate property sale.
- (2) The net proceeds will go toward the above shown claims (in lien position order priority).

Furthermore, by this motion, the Debtor requests the Court to Order the release of funds (with interest) being held by JP Morgan Chase for a water-heater leak/flood in the property from two years ago.

Lastly, the Debtor needs this real estate sale to be completed in order to get a Disclosure statement and initial Plan in to the Court. The Debtors timeline has now been seriously impeded by JP Morgan Chase not adhering to Court's direction/Orders to finish the real estate sale process given on April 30th, 2018.

**DOCUMENTS ANNEXED HERETO:**

<b>Exhibit</b>	<b>Document or Item</b>
<b>A</b>	An <b>A</b> ffidavit of disinterestedness by the broker.
<b>B</b>	A copy of the <b>B</b> roker commission agreement.
<b>C1</b>	A copy of the Original sale <b>C</b> ontract
<b>C2</b>	A copy of the Amended sale <b>C</b> ontract
<b>I</b>	A copy of the <b>I</b> nsurance proceeds being held by Chase

The Debtor's efforts and role as debtor-in-possession have shown to be fruitful.

The Debtor thanks the Court for the ability to demonstrate:

- (1) That he is serious about his Chapter 11 re-organization,
- (2) His ability to follow and execute Court Orders/direction and
- (3) His business acumen for handling this real estate sale.

Thank you for your time and grace in this matter.

Respectfully,

**By Debtor:** /s/ Patrick M. O'Leary,

**Dated:** May 21st, 2018

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

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**In re:**

**Case No.** 8-17-72595-reg

Patrick M. O'Leary

**Chapter:** 11

**Debtor(s)**

-----X

**CERTIFICATE OF SERVICE**

The undersigned certifies that on or before **May 21st, 2018**, a copy of the annexed papers was served by either electronic means via Pacer notification and/or email, and/or hand-delivery and/or by depositing same, enclosed in a properly addressed postage-paid envelope, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York, upon:

1. Alfred M. Dimino, US Trustee, U.S. Courthouse, 560 Federal Plaza, Central Islip, NY 11722
2. JP Morgan Chase, Tammy Benozza, 7 Century Drive, Suite 201, Parsippany, NJ, 07054

**By Debtor:** /s/ Patrick M. O'Leary

**Dated:** May 21st, 2018

# **Exhibit A:**

Affidavit of disinterestedness by the Broker.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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In re:

Patrick M. O'Leary

Debtor(s)

Case No. 8-17-72595-reg

Chapter: 11  
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AFFIDAVIT OF DISINTERESTEDNESS PROPOSED BROKER FOR DEBTOR-IN-POSSESSION

STATE OF TEXAS)

ss:

COUNTY OF TARRANT)

Ms. Dawn Rocha, being duly sworn, says:

I am a Broker for **Rocha and Associates**, the listing broker for the sale of the premises located at **115 Jellico Circle, Southlake, TX 76092** ("Broker").

The Debtor and Debtor-in-Possession ("Debtor") desires to employ the Firm as its Broker for the purpose of selling the property located at: **115 Jellico Circle, Southlake, TX 76092**.

I have been a real estate broker/agent for more than **10** years. Collectively, Rocha and Associates have over **30** years of total combined experience.

The Debtor has listed the property with my office. The Debtor has agreed to pay us a commission at closing of **6%** which is customary in the industry.


I have reviewed the list of creditors in this case, and checked the Firm's roster and can state that I do not represent any interest adverse to the Debtor or Debtor-in-Possession. I have never done business or ever met the Debtor prior to this transaction. Accordingly, I and the firm are a "disinterested person" as defined in the Bankruptcy Code.

We have no agreement to share compensation with any party.

The Debtor has chosen to retain our services in connection with the listing and sale of the property located at: **115 Jellico Circle, Southlake, TX 76092** because of our ability, experience and success with selling real estate properties in the North Texas area.

**WHEREFORE**, it is respectfully requested that the Debtor be authorized to employ **Rocha and Associates** as its Broker in this Chapter 11 case.

Sworn to before me this  
21<sup>st</sup> day of January 2018

  
Dawn Rocha, Broker  
www.RochaAssociates.com  
817-689-9180



  
Luis Martinez  
Texas Notary Public

# **Exhibit B:**

A copy of the broker commission agreement.





TEXAS ASSOCIATION OF REALTORS®

## RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2014

### 1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Patrick O'Leary

Address: 115 Jellico Circle

City, State, Zip: Southlake, TX 76092

Phone: (718)644-9803

Fax: \_\_\_\_\_

E-Mail: pmol123@gmail.com

Broker: Rocha & Associates Realtors, LLC

Address: 347 Park North Lane

City, State, Zip: Keller, TX 76248

Phone: (817)277-2181

Fax: \_\_\_\_\_

E-Mail: dmariehomes@gmail.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

### 2. PROPERTY: "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot 34, Block \_\_\_\_\_, Jellico Estates Subdivision  
Addition, City of Southlake,  
in Tarrant County, Texas known as 115 Jellico Circle, Southlake, TX 76092,  
(address/zip code),  
or as described on attached exhibit. *(If Property is a condominium, attach Condominium Addendum.)*

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.

(TAR-1101) 01-01-14

Initialed for Identification by Broker/Associate DR and Seller PO, \_\_\_\_\_

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Residential Listing concerning Southlake,

D. Exclusions: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: N/A

E. Owners' Association: The property ☐ is ☒ is not subject to mandatory membership in a property owners' association.

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$ 649,900.00 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

A. This Listing begins on December 29, 2017 and ends at 11:59 p.m. on June 29, 2018.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER'S COMPENSATION:**

A. When earned and payable, Seller will pay Broker:

☒ (1) 3.000 % of the sales price.

☐ (2) N/A

B. Earned: Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Compensation:

- (1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses,

Residential Listing concerning Southlake,

an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

- (2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.
- (3) Other Fees and/or Reimbursable Expenses: **\$500.00 for pictures and marketing if property is not sold for any reason.**

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 60 days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.
- (2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
- Seller agrees to sell the Property during the protection period;
  - the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the sale is negotiated; and
  - Seller is obligated to pay the other broker a fee for the sale.

F. County: All amounts payable to Broker are to be paid in cash in Tarrant County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. **LISTING SERVICES:**

- ☒ A. Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

**Notice:** MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

Residential Listing concerning Southlake,

- ☐ B. Seller instructs Broker not to file this Listing with one or more Multiple Listing Service (MLS) until \_\_\_\_\_ days after the date this Listing begins for the following purpose(s): \_\_\_\_\_.

(NOTE: Do not check if prohibited by Multiple Listing Service(s).)

- ☐ C. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.

Notice: Seller acknowledges and understands that if this option is checked: (1) Seller's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that Seller's Property is offered for sale; (2) Seller's Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

## 7. ACCESS TO THE PROPERTY:

- A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
- (1) access the Property at reasonable times;
  - (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
  - (3) duplicate keys to facilitate convenient and efficient showings of the Property.

- B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: Centralized Showing Services.

- C. Keybox: **A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**

- (1) Broker ☒ is ☐ is not authorized to place a keybox on the Property.

- (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

- D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

(TAR-1101) 01-01-14

Initialed for Identification by Broker/Associate DR and Seller PO, \_\_\_\_\_

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Residential Listing concerning Southlake,

- A. MLS Participants: If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: 3.000 % of the sales price or \$ N/A ; and
- (2) if the other broker is a subagent: 3.000 % of the sales price or \$ N/A .
- B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: \_\_\_\_\_ % of the sales price or \$ N/A ; and
- (2) if the other broker is a subagent: \_\_\_\_\_ % of the sales price or \$ N/A .

**9. INTERMEDIARY: (Check A or B only.)**

- ☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.
- (2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- ☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

**Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:**

- may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- may not treat a party to the transaction dishonestly; and
- may not violate the Real Estate License Act.

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Initialed for Identification by Broker/Associate DR and Seller PO , \_\_\_\_\_

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Residential Listing concerning Southlake,

**10. CONFIDENTIAL INFORMATION:** During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

**11. BROKER'S AUTHORITY:**

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:

- ☒ (1) Seller does not want this Listing to be displayed on the Internet.  
☐ (2) Seller does not want the address of the Property to be displayed on the Internet.

**Notice: Seller understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.**

C. Broker is authorized to market the Property with the following financing options:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input checked="" type="checkbox"/> (2) VA           | <input type="checkbox"/> (6) Owner Financing             |
| <input checked="" type="checkbox"/> (3) FHA          | <input checked="" type="checkbox"/> (7) Other            |
| <input checked="" type="checkbox"/> (4) Cash         |  |

D. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.



Residential Listing concerning Southlake,**12. SELLER'S REPRESENTATIONS:** Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except \_\_\_\_\_;
- F. Seller is not aware of any liens or other encumbrances against the Property, except \_\_\_\_\_;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge; and
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: N/A.

**13. SELLER'S ADDITIONAL PROMISES:** Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property; and
- H. amend any applicable notices and disclosures if any material change occurs during this Listing.

**14. LIMITATION OF LIABILITY:**

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
  - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
  - (2) other brokers or their associates who may have information about the Property on their websites;
  - (3) acts of third parties (for example, vandalism or theft);
  - (4) freezing water pipes;
  - (5) a dangerous condition on the Property;
  - (6) the Property's non-compliance with any law or ordinance; or
  - (7) Seller, negligently or otherwise.

Residential Listing concerning Southlake,

- C. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:
- (1) are caused by Seller, negligently or otherwise;
  - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
  - (3) are caused by Seller giving incorrect information to any person.

**15. SPECIAL PROVISIONS:****N/A**

**16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

**17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

**18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

**19. ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Listing and other documents that Seller may need to provide are:

- ☒ A. Information About Brokerage Services;
- ☒ B. Seller Disclosure Notice (§5.008, Texas Property Code);
- ☐ C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- ☒ D. Residential Real Property Affidavit (T-47 Affidavit; related to existing survey);
- ☐ E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- ☐ F. Request for Information from an Owners' Association;
- ☐ G. Request for Mortgage Information;
- ☐ H. Information about Mineral Clauses in Contract Forms;
- ☐ I. Information about On-Site Sewer Facility;
- ☐ J. Information about Property Insurance for a Buyer or Seller;
- ☐ K. Information about Special Flood Hazard Areas;
- ☐ L. Condominium Addendum to Listing;
- ☐ M. Keybox Authorization by Tenant;
- ☐ N. Seller's Authorization to Release and Advertise Certain Information; and
- ☐ O. \_\_\_\_\_



Residential Listing concerning Southlake,**20. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligation to pay Broker an earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

**21. ADDITIONAL NOTICES:**

- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.**
- D. **Broker advises Seller to review the information Broker submits to an MLS or other listing service.**
- E. **Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**
- F. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- G. **If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.**

(TAR-1101) 01-01-14


Initialed for Identification by Broker/Associate \_\_\_\_\_ and Seller PC, \_\_\_\_\_

Page 9 of 10

Residential Listing concerning Southlake,

**H. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

**Rocha & Associates Realtors, LLC**Broker's Printed Name **0548821** License No.

 **Dawn Rocha** 01/05/2018  
☒ Broker's Signature Date  
☐ Broker's Associate's Signature, as an authorized agent of Broker

**Dawn Rocha**

Broker's Associate's Printed Name, if applicable

**Patrick O'Leary**

Seller's Printed Name

 **Patrick O'Leary** 01/06/2018  
☒ Seller's Signature Date  
☐ Seller's Associate's Signature, as an authorized agent of Seller

Seller's Printed Name

Seller's Signature Date

11/2/2015



## Information About Brokerage Services

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

#### Rocha & Associates Realtors, LLC

Licensed Broker /Broker Firm Name or  
Primary Assumed Business Name

9005860

License No.

dawn@rochaassociates.com

Email

(817)689-9180

Phone

Designated Broker of Firm

Dawn M. Rocha

Licensed Supervisor of Sales Agent/  
Associate

License No.

0548821

License No.

Email

dawn@rochaassociates.com

Email

Phone

(817)689-9180

Phone

Sales Agent/Associate's Name

License No.

PC

Email

01/06/2018

Date

Phone

Buyer/Tenant/Seller/Landlord Initials

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0 Date

# Exhibit C1:

A copy of the Original Sale Contract: \$480,000

Your actual rate, payment and costs could be higher. Get an official Loan Estimate before choosing a loan.



## YOUR CHASE MORTGAGE PREQUALIFICATION

Lender: JPMorgan Chase Bank, N.A.

Date: February 22, 2018

Reference Number: MAX421740

Borrower(s): Joan K Ardery and Victor Vera

Property Address (if applicable): Southlake, Texas 76092

**Congratulations! You're prequalified for a Chase mortgage.**

Dear Joan K Ardery and Victor Vera:

Congratulations on your mortgage prequalification. I look forward to working with you through the mortgage process.

Please review the chart below showing your estimated interest rate, loan amount and potential mortgage payment amount. It also shows the type of mortgage you've selected (e.g., fixed- or adjustable-rate).

Purchase price/Estimated value: \$485,000.00			Loan amount: \$388,000.00		
Property type: Single Family			Occupancy type: Primary Residence		
Credit report ordered: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Prequalified mortgage type	Interest rate	Points	Mortgage payment	Payment with taxes and insurance <sup>1</sup>	Second mortgage payment
Conventional/30 Year Fixed	4.500%	(.125)%	\$1,965.94	\$3,132.61	\$0.00

<sup>1</sup>Includes hazard and—if applicable—mortgage insurance.

*Program terms, conditions and interest rates, and points reflect today's market and are subject to change without notice.*

Your prequalification is based on our review of the information you provided, and may include information from your credit report. If your credit report expires before your loan closes, we may need to pull a new report.

Please keep in mind this isn't a loan approval—once you complete a mortgage application, we'll review it and let you know if you're approved for a mortgage loan.

If you have any questions, please call me at one of the numbers below

Sincerely,

Spoon, David  
Executive Mortgage Banker  
NMLS ID: 1047559  
david.p.spoon@chase.com  
Phone: (817)337-1025 ext.  
TTY: 1-800-582-0542 (Deaf or hard of hearing)  
Fax: (855)723-1214 (free of charge from any Chase branch)



Page 4 of 5  
11th Edition, 2016



Concerning the Property at 115 Jellico Circle  
Southlake, TX 76092-6804

Water supply provided by: ☒ city ☒ well ☐ MUD ☐ co-op ☐ unknown ☐ other: \_\_\_\_\_  
Was the Property built before 1978? ☐ yes ☒ no ☐ unknown  
(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).  
Roof Type: Class 4 - 40 year Age: 9 years (approximate)  
Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☐ yes ☐ no ☒ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☒ yes ☐ no If yes, describe (attach additional sheets if necessary):  
**Electric exhaust fans in attic need to be hooked up.**

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

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

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

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

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):  
**Some slats on fence are missing or need to be replaced.**

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

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

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

(TAR-1406) 09-01-17

Initialed by: Buyer:  and Seller:  PMOL

Page 2 of 5

Concerning the Property at 115 Jellico Circle  
Southlake, TX 76092-6804

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

Living room front wall needs to be resealed.

Water heater leaked.

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

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

Master Bathroom shower needs to be replaced.

House needs carpeting

Pool needs to be cleaned out.

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

Y N

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

☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: \_\_\_\_\_

Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Fees or assessments are: \$ \_\_\_\_\_ per \_\_\_\_\_ and are: ☐ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ \_\_\_\_\_) ☐ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: \_\_\_\_\_

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

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

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

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

☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

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

(TAR-1406) 09-01-17

Initialed by: Buyer  and Seller  PMOL 

02/22/18  
11:39PM EST

02/22/18  
11:43PM EST

Produced with ezForm8 by ezLogo 18070 Fraser Mile Road, Fraser, Michigan 48028 www.ezLogo.com

115 Jellico Circle

Page 3 of 5



115 Jellico Circle  
Southlake, TX 76092-6804

Concerning the Property at \_\_\_\_\_

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

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

Inspection Date	Type	Name of Inspector	No. of Pages

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

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

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

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? ☒ yes ☐ no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☐ unknown ☐ no ☒ yes. If no or unknown, explain.  
(Attach additional sheets if necessary): Seller does not know the status of smoke detectors  
\_\_\_\_\_  
\_\_\_\_\_

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

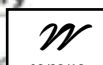
*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within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

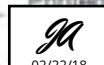
Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

  
Signature of Seller \_\_\_\_\_ Date Feb 11th 2018  
Printed Name: Patrick Michael O'Leary Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name: \_\_\_\_\_

(TAR-1406) 09-01-17

Initialed by: Buyer

  
02/22/18  
11:39PM EST

  
02/22/18  
11:43PM EST

and Seller: PMOL

Page 4 of 5

Concerning the Property at 115 Jellico Circle  
Southlake, TX 76092-6804

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (4) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (5) The following providers currently provide service to the Property:

Electric:	<u>Tri-County Electric Cooperative</u>	phone #:	<u>817 - 444 - 3201</u>
Sewer:	<u>City Of Southlake</u>	phone #:	<u>817 - 748 - 8400</u>
Water:	<u>City Of Southlake</u>	phone #:	<u>817 - 748 - 8400</u>
Cable:	<u>Frontier FIOS</u>	phone #:	<u>800 - 970 - 5235</u>
Trash:	<u>City Of Southlake</u>	phone #:	<u>817 - 748 - 8400</u>
Natural Gas:	<u>Atmos Energy</u>	phone #:	<u>888 - 286 - 6700</u>
Phone Company:	<u>Frontier FIOS</u>	phone #:	<u>800 - 970 - 5235</u>
Propane:	<u>None</u>	phone #:	<u>N / A</u>

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

The undersigned Buyer acknowledges receipt of the foregoing notice.

*Victor Vera*

dotloop verified  
02/22/18 11:39PM EST  
PDEF-BYJU-STIE-WJCQ

Signature of Buyer

Date

*Joan Ardery*

dotloop verified  
02/22/18 11:43PM EST  
HYKS-XTVY-OQFP-TI67

Signature of Buyer

Date

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(TAR-1406) 09-01-17

Initialed by: Buyer

*W*  
02/22/18  
11:39PM EST

*JA*  
02/22/18  
11:43PM EST

and Seller: *PMOL*

Page 5 of 5



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



## THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

115 Jellico Circle Southlake

(Street Address and City)

A. TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL: Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

☒ 1. Conventional Financing:

- ☐ (a) A first mortgage loan in the principal amount of \$ 480000.00 (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed 5.0 % per annum for the first 30 year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed 1 % of the loan.
- ☐ (b) 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 Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

☐ 2. 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.



☐ 3. 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 Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

☐ 4. VA Guaranteed Financing: A VA guaranteed loan of not less than \$ (excluding any financed Funding Fee), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

☐ 5. USDA Guaranteed Financing: A USDA-guaranteed loan of not less than \$ (excluding any financed Funding Fee), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

☐ 6. Reverse Mortgage Financing: A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ (excluding any financed PMI premium or other costs), with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan. The reverse mortgage loan  
☐ will ☐ will not be an FHA insured loan.

Initialed for identification by Buyer

   
02/22/18 11:39PM EST 02/22/18 11:44PM EST

and Seller

TREC NO. 40-7  
11-2-2015



Third Party Financing Addendum Concerning

Page 2 of 2

115 Jellico Circle, Southlake, TX 76092

(Address of Property)

B. APPROVAL OF FINANCING: Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained.

1. Buyer Approval:

☒ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 21 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 terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

☐ This contract is not subject to Buyer obtaining Buyer Approval.

2. Property Approval: Property Approval will be deemed to have been obtained when the Property has satisfied lender's underwriting requirements for the loan, including but not limited to appraisal, insurability, and lender required repairs. If Property Approval is not obtained, Buyer may terminate this contract by giving notice to Seller before closing and the earnest money will be refunded to Buyer.

**3. Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

C. SECURITY: Each note for the financing described above must be secured by vendor's and deed of trust liens.

D. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, 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: (i) unless the 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 \$ \_\_\_\_\_; or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs.

(1) The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

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

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

E. AUTHORIZATION TO RELEASE INFORMATION:

(1) Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

(2) Seller and Buyer authorize Buyer's lender, title company, and escrow agent to disclose and furnish a copy of the closing disclosures provided in relation to the closing of this sale to the parties' respective brokers and sales agents identified on the last page of the contract.

*Victor Vera*  
Buyer  
dotloop verified  
02/22/18 11:39PM EST  
9RUA-TLFV-WYAI-TH88

*Patrick C' Leary*  
Seller  
dotloop verified  
02/22/18 11:10AM CST

*Joan Ardery*  
Buyer  
dotloop verified  
02/22/18 11:44PM EST  
ZWCD-FB53-ZJOS-0BST

*Seller*  
dotloop verified  
02/22/18 11:10AM CST



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. 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. 40-7. This form replaces TREC No. 40-6.



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

NOTICE: Not For Use For Condominium Transactions

11-2-2015



**1. PARTIES:** The parties to this contract are Patrick M Oleary  
(Seller) and Victor Vera and Joan Ardery (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 34 \_\_\_\_\_ Block \_\_\_\_\_, Jellico Estates Subdivision  
Addition, City of Southlake, County of Tarrant,  
Texas, known as 115 Jellico Circle  
(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 ..... \$ 96000.00
- B. Sum of all financing described in the attached: ☒ Third Party Financing Addendum,  
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ..... \$ 384000.00
- C. Sales Price (Sum of A and B) ..... \$ 480000.00

**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 \$ 4800.00 as earnest money with Alamo Title, Lynn Sherin, as escrow agent, at Southlake, TX (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 Alamo Title, 817-993-1500 (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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and Seller

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TREC NO. 20-13

Contract Concerning 115 Jellico Circle, Southlake, TX 76092

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(Address of Property)

- (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 10 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, or 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 instruments 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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and Seller:

  
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TREC NO. 20-13

**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



Contract Concerning 115 Jellico Circle, Southlake, TX 76092 Page 4 of 9 11-2-2015  
(Address of Property)

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 \_\_\_\_\_ 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 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 \$0 \_\_\_\_\_. 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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and Seller



TREC NO. 20-13



Contract Concerning 115 Jellico Circle, Southlake, TX 76092

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(Address of Property)

## 9.CLOSING:

- A. The closing of the sale will be on or before ~~March 23, 2018~~ April 30, 2018, 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 residential lease, Seller shall 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 acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

## 10.POSSESSION:

- A. Buyer's 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.**
- B. Leases:
- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
  - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

## 11.SPECIAL PROVISIONS:

(Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Seller to have the home and garage area completely cleaned out of all trash and miscellaneous items that are currently in the home and garage.

## 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 \$0 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; 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

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11:26PM EST

and Seller

*PC*

TREC NO. 20-13

Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

- Initialed for identification by Buyer

02/22/18  
11:26PM EST

and Seller

11

TREC NO. 20-13

Contract Concerning 115 Jellico Circle, Southlake, TX 76092 Page 7 of 9 11-2-2015  
(Address of Property)

- 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 (i) damages; (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 fax or electronic transmission as follows:

**To Buyer  
at:** \_\_\_\_\_

**To Seller  
at:** \_\_\_\_\_

Phone: 817-422-4319

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: yvera1776@yahoo.com, jardery@verizon.net

E-mail: \_\_\_\_\_

**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
- ☐ 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
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Other (list): \_\_\_\_\_

Initialed for identification by Buyer

  
02/22/18  
11:39PM EST

  
02/22/18  
11:26PM EST

and Seller



TREC NO. 20-13

Contract Concerning 115 Jellico Circle, Southlake, TX 76092 Page 8 of 9 11-2-2015  
(Address of Property)

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 200.00 (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 7 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: \_\_\_\_\_

Seller's  
Attorney is: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

**EXECUTED the 24 day of February, 2018 (EFFECTIVE DATE).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

**DR**

*Victor Vera*

Buyer

dotloop verified  
02/22/18 11:39PM EST  
VCMU-JNLH-0EML-NACE

*Patrick C' Leary*

Seller

02/22/18 11:40 PM CST

*Joan Ardery*

Buyer

dotloop verified  
02/22/18 11:26PM EST  
CSRM-N4YP-ZOCS-WMOV

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 license holders. 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. 20-13. This form replaces TREC NO. 20-12.

Contract Concerning 115 Jellico Circle, Southlake, TX 76092 Page 9 of 9 11-2-2015  
(Address of Property)

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

Coldwell Banker Residential	0420132
Other Broker Firm	License No.

Rocha and Associates	0548821
Listing Broker Firm	License No.

represents ☒ Buyer only as Buyer's agent  
☐ Seller as Listing Broker's subagent

represents ☐ Seller and Buyer as an intermediary  
☒ Seller only as Seller's agent

Garth Smith	0458965
Associate's Name	License No.

Dawn Rocha	0548821
Listing Associate's Name	License No.

Debbie Dunn	0394058
Licensed Supervisor of Associate	License No.

Dawn Rocha	0548821
Licensed Supervisor of Listing Associate	License No.

1116 Glade Rd	
Other Broker's Address	Fax

347 Park North Lane	
Listing Broker's Office Address	Fax

Colleyville, TX 76034		
City	State	Zip

Keller, TX 76248		
City	State	Zip

garth.smith@cbdfw.com	870-833-7880
Associate's Email Address	Phone

dmariehomes@gmail.com	817-689-9180
Listing 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% 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: Alamo Title, Lynn Sherin Date: .

By:  \_\_\_\_\_ Email Address \_\_\_\_\_

Address \_\_\_\_\_ Phone: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax: \_\_\_\_\_





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

12-05-2011

**SHORT SALE ADDENDUM**  
**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**  
**115 Jellico Circle** **Southlake**

(Street Address and City)

- A. This contract involves a "short sale" of the Property. As used in this Addendum, "short sale" means that:
- (1) Seller's net proceeds at closing will be insufficient to pay the balance of Seller's mortgage loan; and
  - (2) Seller requires:
    - (a) the consent of the lienholder to sell the Property pursuant to this contract; and
    - (b) the lienholder's agreement to:
      - (i) accept Seller's net proceeds in full satisfaction of Seller's liability under the mortgage loan; and
      - (ii) provide Seller an executed release of lien against the Property in a recordable format.

B. As used in this Addendum, "Seller's net proceeds" means the Sales Price less Seller's Expenses under Paragraph 12 of the contract and Seller's obligation to pay any brokerage fees.

C. The contract to which this Addendum is attached is binding upon execution by the parties and the earnest money and the Option Fee must be paid as provided in the contract. The contract is contingent on the satisfaction of Seller's requirements under Paragraph A(2) of this Addendum (Lienholder's Consent and Agreement). Seller shall apply promptly for and make every reasonable effort to obtain Lienholder's Consent and Agreement, and shall furnish all information and documents required by the lienholder. Except as provided by this Addendum, neither party is required to perform under the contract while it is contingent upon obtaining Lienholder's Consent and Agreement.

D. If Seller does not notify Buyer that Seller has obtained Lienholder's Consent and Agreement on or before \_\_\_\_\_, this contract terminates and the earnest money will be refunded to Buyer. Seller must notify Buyer immediately if Lienholder's Consent and Agreement is obtained. For purposes of performance, the effective date of the contract changes to the date Seller provides Buyer notice of the Lienholder's Consent and Agreement (Amended Effective Date).

E. This contract will terminate and the earnest money will be refunded to Buyer if the Lienholder refuses or withdraws its Consent and Agreement prior to closing and funding. Seller shall promptly notify Buyer of any lienholder's refusal to provide or withdrawal of a Lienholder's Consent and Agreement.

F. If Buyer has the unrestricted right to terminate this contract, the time for giving notice of termination begins on the effective date of the contract, continues after the Amended Effective Date and ends upon the expiration of Buyer's unrestricted right to terminate the contract under Paragraph 23.

G. For the purposes of this Addendum, time is of the essence. Strict compliance with the times for performance stated in this Addendum is required.

H. Seller authorizes any lienholder to furnish to Buyer or Buyer's representatives information relating to the status of the request for a Lienholder's Consent and Agreement.

I. If there is more than one lienholder or loan secured by the Property, this Addendum applies to each lienholder.

Buyer **Victor Vera**

*Authoriz*  
**Patrick O'Leary**  
 Seller **Patrick O'Leary**

Buyer **Joan Ardery**

Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 ([http:// www.trec.texas.gov](http://www.trec.texas.gov)) TREC No. 45-1. This form replaces TREC No. 45-0.

TREC NO. 45-1

# Exhibit C2:

A copy of the Amended Sale Contract: \$380,000

\*\*\* Due to the excessive delays by JP Morgan Chase and repairs needed on the property the Buyer lowered the offer.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015



**AMENDMENT**  
TO CONTRACT CONCERNING THE PROPERTY AT

115 Jellico Circle, Southlake, TX 76092

(Street Address and City)

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

- ☒ (1) The Sales Price in Paragraph 3 of the contract is:
- |  |             |
|--|-------------|
| A. Cash portion of Sales Price payable by Buyer at closing ..... | \$76000.00  |
| B. Sum of financing described in the contract .....              | \$304000.00 |
| C. Sales Price (Sum of A and B) .....                            | \$380000.00 |

- ☐ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:

- ☐ (3) The date in Paragraph 9 of the contract is changed to \_\_\_\_\_.

- ☐ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ \_\_\_\_\_.

- ☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ \_\_\_\_\_ by Seller; \$ \_\_\_\_\_ by Buyer.

- ☒ (6) Buyer has paid Seller an additional Option Fee of \$ 0 \_\_\_\_\_ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on 03/08/2018. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.

- ☐ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.

- ☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to \_\_\_\_\_.

- ☒ (9) **Other Modifications:** (Insert only factual statements and business details applicable to this sale.)

Addendum for Short Sale has been added to the contract

EXECUTED the 2 day of March, 2018. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

DR

Buyer

Seller  
3/2/2018 8:55:41 PM CST

Buyer

dotloop verified  
03/01/18 11:05AM EST  
PLD8-ATHT-IHSI-LRLO

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. 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. 39-8. This form replaces TREC No. 39-7.

TREC NO. 39-8





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

12-05-11

## SHORT SALE ADDENDUM



### ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

115 Jellico Circle

Southlake

(Street Address and City)

- A. This contract involves a "short sale" of the Property. As used in this Addendum, "short sale" means that:
- (1) Seller's net proceeds at closing will be insufficient to pay the balance of Seller's mortgage loan; and
  - (2) Seller requires:
    - (a) the consent of the lienholder to sell the Property pursuant to this contract; and
    - (b) the lienholder's agreement to:
      - (i) accept Seller's net proceeds in full satisfaction of Seller's liability under the mortgage loan; and
      - (ii) provide Seller an executed release of lien against the Property in a recordable format.
- B. As used in this Addendum, "Seller's net proceeds" means the Sales Price less Seller's Expenses under Paragraph 12 of the contract and Seller's obligation to pay any brokerage fees.
- C. The contract to which this Addendum is attached is binding upon execution by the parties and the earnest money and the Option Fee must be paid as provided in the contract. The contract is contingent on the satisfaction of Seller's requirements under Paragraph A(2) of this Addendum (Lienholder's Consent and Agreement). Seller shall apply promptly for and make every reasonable effort to obtain Lienholder's Consent and Agreement, and shall furnish all information and documents required by the lienholder. Except as provided by this Addendum, neither party is required to perform under the contract while it is contingent upon obtaining Lienholder's Consent and Agreement.
- D. If Seller does not notify Buyer that Seller has obtained Lienholder's Consent and Agreement on or before 04/16/2018, this contract terminates and the earnest money will be refunded to Buyer. Seller must notify Buyer immediately if Lienholder's Consent and Agreement is obtained. For purposes of performance, the effective date of the contract changes to the date Seller provides Buyer notice of the Lienholder's Consent and Agreement (Amended Effective Date).
- E. This contract will terminate and the earnest money will be refunded to Buyer if the Lienholder refuses or withdraws its Consent and Agreement prior to closing and funding. Seller shall promptly notify Buyer of any lienholder's refusal to provide or withdrawal of a Lienholder's Consent and Agreement.
- F. If Buyer has the unrestricted right to terminate this contract, the time for giving notice of termination begins on the effective date of the contract, continues after the Amended Effective Date and ends upon the expiration of Buyer's unrestricted right to terminate the contract under Paragraph 23.
- G. For the purposes of this Addendum, time is of the essence. Strict compliance with the times for performance stated in this Addendum is required.
- H. Seller authorizes any lienholder to furnish to Buyer or Buyer's representatives information relating to the status of the request for a Lienholder's Consent and Agreement.
- I. If there is more than one lienholder or loan secured by the Property, this Addendum applies to each lienholder.



Buyer

DR



Seller

3/2/2018 10:22:03 PM CST



Buyer

dotloop verified  
03/01/18 11:05AM EST  
YOLK-EZGB-GXOV-CXOF



Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711 -2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 45-1. This form replaces TREC No. 45-0.

dotloop signature verification: www.dotloop.com/my/verification/DL-317085685-8-TN25  
Authentisign ID: CEE31DCD-F809-4B4D-8B3B-2E02D0884568

Contract Concerning 115 Jellico Circle, Southlake, TX 76092

Page 5 of 9 11-2-2015

(Address of Property)

### 9. CLOSING:

- A. The closing of the sale will be on or before March 23, 2018 April 30, 2018 03/01/18 11:05AM EST 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 residential lease, Seller shall 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 acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

### 10. POSSESSION:

- A. Buyer's 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.**

### B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

### 11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Seller to have the home and garage area completely cleaned out of all trash and miscellaneous items that are currently in the home and garage.

### 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 \$0 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; 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

Initialed for identification by Buyer

and Seller

TREC NO. 20-13

Your actual rate, payment and costs could be higher. Get an official Loan Estimate before choosing a loan.



## YOUR CHASE MORTGAGE PREQUALIFICATION

Lender: JPMorgan Chase Bank, N.A.

Date: February 22, 2018

Reference Number: MAX421740

Borrower(s): Joan K Ardery and Victor Vera

Property Address (if applicable): Southlake, Texas 76092

**Congratulations! You're prequalified for a Chase mortgage.**

Dear Joan K Ardery and Victor Vera:

Congratulations on your mortgage prequalification. I look forward to working with you through the mortgage process.

Please review the chart below showing your estimated interest rate, loan amount and potential mortgage payment amount. It also shows the type of mortgage you've selected (e.g., fixed- or adjustable-rate).

Purchase price/Estimated value: \$485,000.00			Loan amount: \$388,000.00		
Property type: Single Family			Occupancy type: Primary Residence		
Credit report ordered: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Prequalified mortgage type	Interest rate	Points	Mortgage payment	Payment with taxes and insurance <sup>1</sup>	Second mortgage payment
Conventional/30 Year Fixed	4.500%	(.125)%	\$1,965.94	\$3,132.61	\$0.00

<sup>1</sup>Includes hazard and—if applicable—mortgage insurance.

*Program terms, conditions and interest rates, and points reflect today's market and are subject to change without notice.*

Your prequalification is based on our review of the information you provided, and may include information from your credit report. If your credit report expires before your loan closes, we may need to pull a new report.

Please keep in mind this isn't a loan approval—once you complete a mortgage application, we'll review it and let you know if you're approved for a mortgage loan.

If you have any questions, please call me at one of the numbers below.

Sincerely,

Spoon, David  
 Executive Mortgage Banker  
 NMLS ID: 1047559  
 david.p.spoon@chase.com  
 Phone: (817)337-1025 ext.  
 TTY: 1-800-582-0542 (Deaf or hard of hearing)  
 Fax: (855)723-1214 (free of charge from any Chase branch)







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

©Texas Association of REALTORS®, Inc. 2017

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

CONCERNING THE PROPERTY AT

**115 Jellico Circle  
Southlake, TX 76092-6804**

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

Seller    is ☒ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?  
**8 months** or    never occupied the Property

### Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U
Cable TV Wiring	<input checked="" type="checkbox"/>		
Carbon Monoxide Det.		<input checked="" type="checkbox"/>	
Ceiling Fans	<input checked="" type="checkbox"/>		
Cooktop	<input checked="" type="checkbox"/>		
Dishwasher		<input checked="" type="checkbox"/>	
Disposal		<input checked="" type="checkbox"/>	
Emergency Escape Ladder(s)		<input checked="" type="checkbox"/>	
Exhaust Fans	<input checked="" type="checkbox"/>		
Fences	<input checked="" type="checkbox"/>		
Fire Detection Equip.	<input checked="" type="checkbox"/>		
French Drain		<input checked="" type="checkbox"/>	
Gas Fixtures	<input checked="" type="checkbox"/>		
Natural Gas Lines	<input checked="" type="checkbox"/>		

Item	Y	N	U
Liquid Propane Gas:		<input checked="" type="checkbox"/>	
-LP Community (Captive)		<input checked="" type="checkbox"/>	
-LP on Property		<input checked="" type="checkbox"/>	
Hot Tub		<input checked="" type="checkbox"/>	
Intercom System	<input checked="" type="checkbox"/>		
Microwave	<input checked="" type="checkbox"/>		
Outdoor Grill		<input checked="" type="checkbox"/>	
Patio/Decking	<input checked="" type="checkbox"/>		
Plumbing System	<input checked="" type="checkbox"/>		
Pool	<input checked="" type="checkbox"/>		
Pool Equipment	<input checked="" type="checkbox"/>		
Pool Maint. Accessories	<input checked="" type="checkbox"/>		
Pool Heater		<input checked="" type="checkbox"/>	

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

Item	Y	N	U	Additional Information
Central A/C		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: <b>2</b>
Evaporative Coolers		<input checked="" type="checkbox"/>		number of units: <u>          </u>
Wall/Window AC Units		<input checked="" type="checkbox"/>		number of units: <u>          </u>
Attic Fan(s)	<input checked="" type="checkbox"/>			if yes, describe: <b>Turbine and Electric</b>
Central Heat		<input checked="" type="checkbox"/>		electric <input checked="" type="checkbox"/> gas number of units: <b>2</b>
Other Heat		<input checked="" type="checkbox"/>		if yes, describe: <u>          </u>
Oven	<input checked="" type="checkbox"/>			number of ovens: <b>2</b> <input checked="" type="checkbox"/> electric gas other: <u>          </u>
Fireplace & Chimney	<input checked="" type="checkbox"/>			wood <input checked="" type="checkbox"/> gas logs mock other: <u>          </u>
Carport		<input checked="" type="checkbox"/>		attached not attached
Garage	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> attached not attached
Garage Door Openers	<input checked="" type="checkbox"/>			number of units: <b>2</b> number of remotes: <b>0</b>
Satellite Dish & Controls		<input checked="" type="checkbox"/>		owned lease from: <u>          </u>
Security System	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> owned lease from: <u>          </u>
Water Heater	<input checked="" type="checkbox"/>			electric <input checked="" type="checkbox"/> gas other: <u>          </u> number of units: <b>2</b>
Water Softener		<input checked="" type="checkbox"/>		owned lease from: <u>          </u>
Underground Lawn Sprinkler		<input checked="" type="checkbox"/>		automatic manual areas covered: <u>          </u>
Septic / On-Site Sewer Facility		<input checked="" type="checkbox"/>		if <u>  </u> information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 09-01-17

Initialed by: Buyer

*W*  
02/22/18  
11:39PM EST

*JA*  
02/22/18  
11:43PM EST

and Seller:

**PMOL** *[Signature]*

Rocha & Associates Realtors, 347 Park North Lane Keller TX 76248  
Dawn Rocha

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Phone: 817.689.9180 Fax: 817.689.9180

Page 1 of 5

115 Jellico Circle



115 Jellico Circle  
Southlake, TX 76092-6804

Concerning the Property at \_\_\_\_\_

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

Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: **Class 4 - 40 year** Age: **9 years** (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☐ yes ☐ no ☒ unknown

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

**Electric exhaust fans in attic need to be hooked up.**

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

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

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

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

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


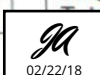
**Some slats on fence are missing or need to be replaced.**

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

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

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

(TAR-1406) 09-01-17

Initialed by: Buyer:  and Seller:  PMOL



115 Jellico Circle  
Southlake, TX 76092-6804

Concerning the Property at \_\_\_\_\_

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Living room front wall needs to be resealed.**

**Water heater leaked.**

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

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

**Master Bathroom shower needs to be replaced.**

**House needs carpeting**

**Pool needs to be cleaned out.**

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

**Y N**

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

☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: \_\_\_\_\_

Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Fees or assessments are: \$ \_\_\_\_\_ per \_\_\_\_\_ and are: ☐ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ \_\_\_\_\_) ☐ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: \_\_\_\_\_

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

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

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

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

☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

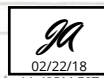
☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

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

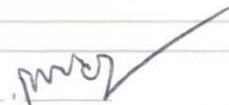
(TAR-1406) 09-01-17

Initialed by: Buyer

  
02/22/18  
11:39PM EST

  
02/22/18  
11:43PM EST

and Seller: PMOL



Page 3 of 5



Concerning the Property at 115 Jellico Circle  
Southlake, TX 76092-6804

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

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

Inspection Date	Type	Name of Inspector	No. of Pages

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

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

☒ Homestead    Senior Citizen    Disabled  
   Wildlife Management    Agricultural    Disabled Veteran  
   Other:     Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? ☒ yes    no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?    yes ☒ no If yes, explain:    
   
 

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?    unknown    no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary): Seller does not know the status of smoke detectors  
   
 

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

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

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

Signature of Seller Patrick Michael O'Leary Date Feb 11th 2018 Signature of Seller PMOL Date     
Printed Name: Patrick Michael O'Leary Printed Name:   

(TAR-1406) 09-01-17

Initialed by: Buyer

W  
02/22/18  
11:39PM EST

PMOL  
02/22/18  
11:43PM EST

and Seller: PMOL

Page 4 of 5

Concerning the Property at 115 Jellico Circle  
Southlake, TX 76092-6804

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (4) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (5) The following providers currently provide service to the Property:

Electric:	<u>Tri-County Electric Cooperative</u>	phone #:	<u>817 - 444 - 3201</u>
Sewer:	<u>City Of Southlake</u>	phone #:	<u>817 - 748 - 8400</u>
Water:	<u>City Of Southlake</u>	phone #:	<u>817 - 748 - 8400</u>
Cable:	<u>Frontier FIOS</u>	phone #:	<u>800 - 970 - 5235</u>
Trash:	<u>City Of Southlake</u>	phone #:	<u>817 - 748 - 8400</u>
Natural Gas:	<u>Atmos Energy</u>	phone #:	<u>888 - 286 - 6700</u>
Phone Company:	<u>Frontier FIOS</u>	phone #:	<u>800 - 970 - 5235</u>
Propane:	<u>None</u>	phone #:	<u>N / A</u>

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

The undersigned Buyer acknowledges receipt of the foregoing notice.

Victor Vera  
dotloop verified  
02/22/18 11:39PM EST  
PDEF-BYJU-STIE-WJCQ

Signature of Buyer

Date

Printed Name: \_\_\_\_\_

Joan Ardery  
dotloop verified  
02/22/18 11:43PM EST  
HYKS-XTVY-OQFP-TI67

Signature of Buyer

Date

Printed Name: \_\_\_\_\_

(TAR-1406) 09-01-17

Initialed by: Buyer

W  
02/22/18  
11:39PM EST

JA  
02/22/18  
11:43PM EST

and Seller: PMOL

Page 5 of 5





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



## THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

115 Jellico Circle

Southlake

(Street Address and City)

A. TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL: Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

☒ 1. Conventional Financing:

- ☐ (a) A first mortgage loan in the principal amount of \$ 480000.00 (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed 5.0 % per annum for the first 30 year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed 1 % of the loan.
- ☐ (b) 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 Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

☐ 2. 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.

☐ 3. 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 Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

☐ 4. VA Guaranteed Financing: A VA guaranteed loan of not less than \$ (excluding any financed Funding Fee), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

☐ 5. USDA Guaranteed Financing: A USDA-guaranteed loan of not less than \$ (excluding any financed Funding Fee), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.

☐ 6. Reverse Mortgage Financing: A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ (excluding any financed PMI premium or other costs), with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan. The reverse mortgage loan  
☐ will ☐ will not be an FHA insured loan.

Initialed for identification by Buyer

02/22/18 11:39PM EST

and Seller

02/22/18 11:44PM EST

TREC NO. 40-7  
11-2-2015

Third Party Financing Addendum Concerning

Page 2 of 2

115 Jellico Circle, Southlake, TX 76092

(Address of Property)

B. APPROVAL OF FINANCING: Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained.

1. Buyer Approval:

☒ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 21 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 terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

☐ This contract is not subject to Buyer obtaining Buyer Approval.

2. Property Approval: Property Approval will be deemed to have been obtained when the Property has satisfied lender's underwriting requirements for the loan, including but not limited to appraisal, insurability, and lender required repairs. If Property Approval is not obtained, Buyer may terminate this contract by giving notice to Seller before closing and the earnest money will be refunded to Buyer.

**3. Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

C. SECURITY: Each note for the financing described above must be secured by vendor's and deed of trust liens.

D. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, 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: (i) unless the 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 \$ \_\_\_\_\_; or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs.

(1) The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

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

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

E. AUTHORIZATION TO RELEASE INFORMATION:

(1) Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.


(2) Seller and Buyer authorize Buyer's lender, title company, and escrow agent to disclose and furnish a copy of the closing disclosures provided in relation to the closing of this sale to the parties' respective brokers and sales agents identified on the last page of the contract.

*Victor Vera*  
Buyer  
dotloop verified  
02/22/18 11:39PM EST  
9RUA-TLFV-WYAI-TH88

*Patrick O'Leary*  
Seller  
Authentisign  
2/23/2018 7:17:10 PM CST

*Joan Ardery*  
Buyer  
dotloop verified  
02/22/18 11:44PM EST  
ZWCD-FB53-ZJ05-0BST

Seller

 This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. 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. 40-7. This form replaces TREC No. 40-6.



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

NOTICE: Not For Use For Condominium Transactions

11-2-2015



**1. PARTIES:** The parties to this contract are Patrick M Oleary  
(Seller) and Victor Vera and Joan Ardery (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 34 \_\_\_\_\_ Block \_\_\_\_\_, Jellico Estates Subdivision  
Addition, City of Southlake, County of Tarrant,  
Texas, known as 115 Jellico Circle  
(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 ..... \$ 96000.00
- B. Sum of all financing described in the attached: ☒ Third Party Financing Addendum,  
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ..... \$ 384000.00
- C. Sales Price (Sum of A and B) ..... \$ 480000.00

**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 \$ 4800.00 as earnest money with Alamo Title, Lynn Sherin, as escrow agent, at Southlake, TX (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 Alamo Title, 817-993-1500 (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.

Initialed for identification by Buyer

[Signature] 02/22/18 11:39PM EST  
[Signature] 02/22/18 11:26PM EST

and Seller

[Signature]

TREC NO. 20-13

Contract Concerning 115 Jellico Circle, Southlake, TX 76092

Page 2 of 9 11-2-2015

(Address of Property)

- (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 10 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, or 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 instruments 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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11:39PM EST

  
02/22/18  
11:26PM EST

and Seller:



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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

Contract Concerning 115 Jellico Circle, Southlake, TX 76092 Page 4 of 9 11-2-2015  
(Address of Property)

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 \_\_\_\_\_ 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 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 \$0 \_\_\_\_\_. 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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and Seller:



TREC NO. 20-13

Contract Concerning 115 Jellico Circle, Southlake, TX 76092

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(Address of Property)

## 9.CLOSING:

PO

- A. The closing of the sale will be on or before ~~March 23, 2018~~ April 30, 2018, 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 residential lease, Seller shall 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 acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

## 10.POSSESSION:

- A. Buyer's 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.**
- B. Leases:
- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
  - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

## 11.SPECIAL PROVISIONS:

(Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Seller to have the home and garage area completely cleaned out of all trash and miscellaneous items that are currently in the home and garage.

## 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 \$0 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; 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

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Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

- Initialed for identification by Buyer

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and Seller

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TREC NO. 20-13



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- 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 (i) damages; (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 fax or electronic transmission as follows:

**To Buyer  
at:** \_\_\_\_\_

**To Seller  
at:** \_\_\_\_\_

Phone: 817-422-4319

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: yvera1776@yahoo.com, jardery@verizon.net

E-mail: \_\_\_\_\_

**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
- ☐ 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
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Other (list): \_\_\_\_\_

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02/22/18  
11:26PM EST

and Seller

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\_\_\_\_\_

TREC NO. 20-13



Contract Concerning 115 Jellico Circle, Southlake, TX 76092 Page 8 of 9 11-2-2015  
(Address of Property)

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 200.00 (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 7 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: \_\_\_\_\_

Seller's  
Attorney is: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

**EXECUTED the 24 day of February, 2018 (EFFECTIVE DATE).**  
**(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

*DR*

*Victor Vera*

Buyer

dotloop verified  
02/22/18 11:39PM EST  
VCMU-JNLH-0EML-NACE

Authentisign

*Patrick O'Leary*

Seller

02/23/2018 7:18:49 PM CST

*Joan Ardery*

Buyer

dotloop verified  
02/22/18 11:26PM EST  
CSRM-N4YP-ZOCS-WMOV

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 license holders. 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. 20-13. This form replaces TREC NO. 20-12.

Contract Concerning 115 Jellico Circle, Southlake, TX 76092 Page 9 of 9 11-2-2015  
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**BROKER INFORMATION**  
(Print name(s) only. Do not sign)

Coldwell Banker Residential	0420132
Other Broker Firm	License No.

Rocha and Associates	0548821
Listing Broker Firm	License No.

represents ☒ Buyer only as Buyer's agent  
☐ Seller as Listing Broker's subagent

represents ☐ Seller and Buyer as an intermediary  
☒ Seller only as Seller's agent

Garth Smith	0458965
Associate's Name	License No.

Dawn Rocha	0548821
Listing Associate's Name	License No.

Debbie Dunn	0394058
Licensed Supervisor of Associate	License No.

Dawn Rocha	0548821
Licensed Supervisor of Listing Associate	License No.

1116 Glade Rd	
Other Broker's Address	Fax

347 Park North Lane	
Listing Broker's Office Address	Fax

Colleyville, TX 76034		
City	State	Zip

Keller, TX 76248		
City	State	Zip

garth.smith@cbdfw.com	870-833-7880
Associate's Email Address	Phone

dmariehomes@gmail.com	817-689-9180
Listing 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
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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 EARNEST MONEY RECEIPT

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

Escrow Agent: Alamo Title, Lynn Sherin Date: .

By:  \_\_\_\_\_ Email Address \_\_\_\_\_

Address \_\_\_\_\_ Phone: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax: \_\_\_\_\_

doloop signature verification www.doloop.com/my/verification/DL-3170R5685-8-TH25  
 Authentisign ID: CEE3D0CD-F809-4B4D-8B3B-2E02D0B04568

Contract Concerning 115 Jellico Circle, Southlake, TX 76092

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### BROKER INFORMATION

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

Coldwell Banker Residential 0420132  
 Other Broker Firm License No.

represents ☒ Buyer only as Buyer's agent  
☐ Seller as Listing Broker's subagent

Garth Smith 0458965  
 Associate's Name License No.

Debbie Dunn 0394058  
 Licensed Supervisor of Associate License No.

1116 Glade Rd  
 Other Broker's Address Fax

Colleyville, TX 76034  
 City State Zip

garth.smith@cbdfw.com 870-833-7880  
 Associate's Email Address Phone

Rocha and Associates 0548821  
 Listing Broker Firm License No.

represents ☐ Seller and Buyer as an intermediary  
☒ Seller only as Seller's agent

Dawn Rocha 0548821  
 Listing Associate's Name License No.

Dawn Rocha 0548821  
 Licensed Supervisor of Listing Associate License No.

347 Park North Lane  
 Listing Broker's Office Address Fax

Keller, TX 76248  
 City State Zip

dmariehomes@gmail.com 817-689-9180  
 Listing 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% 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 \$ 200<sup>00</sup> (Option Fee) in the form of Check # 5366 is acknowledged.

Dawn M. Rocha 2-26-18  
 Seller or Listing Broker Date

### CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☒ Contract and ☒ \$ 4,800.00 Earnest Money in the form of check # 5365 is acknowledged.

Escrow Agent: Alamo Title, Lynn Sherin

Date:

By: [Signature] Stephanie Shearin alamotitle.com  
 Email Address

Address 500 W. Carroll #100 Phone: 817-993-1500

Southlake, TX 76092 Fax: 817-993-6406  
 City State Zip

TREC NO. 20-13

Joan K. Ardery  
Ph. 817-337-0851  
2801 Countryside Trail  
Keller, TX 76248

5365

70-87072719  
5

Feb 24, 2018  
Date

Pay to the  
Order of

Alamo Title

\$4800.00

Four thousand eight hundred and 00/100

Dollars



Security  
Features  
Include on  
Back



**CORPORATE AMERICA**  
**FAMILY CREDIT UNION**

empowering financial success®

For

Escrow

Joan K. Ardery

⑆ 271987075⑆ 7140024070794⑆ 5365

Member FDIC

Joan K. Ardery  
Ph. 817-337-0851  
2801 Countryside Trail  
Keller, TX 76248

5366  
70-3707/2718  
6

Feb 24, 2018  
Date

Pay to the Order of Patrick O'Leary  
Two hundred and 00/100

\$200.00  
Dollars

**CN**  
CORPORATE AMERICA  
FAMILY CREDIT UNION  
empowering financial success®

For Option fee

Joan K. Ardery

⑆ 271987075⑆ 714002407079K⑈ 5366



# Exhibit I:

Insurance proceeds being held by Chase



**ASSURANT** Specialty  
Property®

American Security Insurance Company  
PO Box 740252  
Atlanta, GA 30339  
www.assurant.com

August 26, 2016

PATRICK M OLEARY  
115 JELICO CIR  
SOUTHLAKE TX 76092-6804

## Claim Information

Insured:	JPMORGAN CHASE BANK NA	Date of Loss:	08-06-2016
Policy Number:	MLR792728400	Reported Date:	08-16-2016
Claim Number:	00200833408	Additional Name:	Patrick M. Oleary
Cause of Loss:	Water Damage		
Property Address:	115 JELICO CIR SOUTHLAKE, TX, 76092-6804		

Dear Patrick M Oleary,

We have completed our review of your claim. The following payment has been issued and mailed separately. A copy of the adjuster's estimate is included for your review.

## LPR-Dwelling, Residential-Extended Cov

Repair/Replacement Cost:	\$9,683.83
Deductible:	\$1,000.00
Recoverable Depreciation:	\$477.39
Non-recoverable Depreciation:	\$1,430.92
Previous Payments:	\$0.00
<b>Total Payment Amount:</b>	<b>\$6,775.52</b>
Date Issued:	8/26/2016

Payment Made Payable to:	JPMORGAN CHASE BANK NA AND PATRICKMOLEARY
Payment Mailed to:	JP MORGAN CHASE PO BOX 47607 ATTN: LOSS DRAFT ATLANTA, GA 30362-0607

INSURED : PATRICK OLEARY  
 LOCATION : 115 JELLICO CIR  
 : SOUTHLAKE, TX 76092-6804  
 COMPANY : American Security Insurance Co  
 :  
 :

DATE OF REPORT : 8/26/2016

DATE OF LOSS : 8/6/2016

ADJUSTER NAME : Michael Boedeker

## BUILDING ESTIMATE

### ESTIMATE RECAP

Estimate Grand Totals:	\$9,683.83		
Total Depreciation:	(\$1,908.31)	Recoverable Depreciation:	\$477.39
A.C.V. Estimate Totals:	\$7,775.52	Non-Recoverable Depreciation:	\$1,430.92
Policy Deductible:	(\$1,000.00)	Total Depreciation:	\$1,908.31
Final Totals:	\$6,775.52		

### ESTIMATE COMMENTS

INSURED	: PATRICK OLEARY	DATE OF REPORT	: 8/26/2016
LOCATION	: 115 JELICO CIR	DATE OF LOSS	: 8/6/2016
	: SOUTHLAKE, TX 76092-6804	POLICY NUMBER	: MLR792728400
COMPANY	: American Security Insurance Co		
	:		
	:	ADJUSTER NAME	: Michael Boedeker

**Estimate Section: Master closet**

Master closet ..... 18' 4.0" x 7' 5.0" x 8'

Lower Perimeter:	51.50 LF	Floor SF:	136.00 SF	Wall SF:	412.00 SF
Upper Perimeter:	51.50 LF	Floor SY:	15.11 SY	Ceiling SF:	136.00 SF

Quantity	Description	Unit Cost	RCV	DEP	%	ACV
136.0 SF	Mildewcide Floor Treatment	\$0.22	\$29.92			\$29.92
136.0 SF	Remove Good Grade Carpeting (Per Sq. Ft.)	\$0.10	\$13.60			\$13.60
145.5 SF	Replace Good Grade Carpeting (Per Sq. Ft.)	\$3.56	\$517.98	\$129.50	25.0%	\$388.48
136.0 SF	Remove Rebond Carpet Pad (Per Sq. Ft.)	\$0.04	\$5.44			\$5.44
136.0 SF	Replace Rebond Carpet Pad (Per Sq. Ft.)	\$0.43	\$58.48	\$14.62	25.0%	\$43.86
51.5 LF	Remove Base Moulding	\$0.29	\$14.94			\$14.94
51.5 LF	Replace Base Moulding	\$2.09	\$107.64	\$26.91	25.0%	\$80.73
51.5 LF	Paint / Finish Base Moulding	\$0.70	\$36.05	\$7.21	20.0%	\$28.84
7.0 LF	Paint / Finish Base Cabinetry	\$8.74	\$61.18	\$12.24	20.0%	\$48.94
<b>Totals For Master closet</b>			<b>\$845.23</b>	<b>\$190.48</b>	<b>22.5%</b>	<b>\$654.75</b>

**Estimate Section: Master Bathroom**

Master Bathroom ..... 18' 4.0" x 7' 5.0" x 8'

Lower Perimeter:	51.50 LF	Floor SF:	136.00 SF	Wall SF:	412.00 SF
Upper Perimeter:	51.50 LF	Floor SY:	15.11 SY	Ceiling SF:	136.00 SF

Quantity	Description	Unit Cost	RCV	DEP	%	ACV
136.0 SF	Mildewcide Floor Treatment	\$0.22	\$29.92			\$29.92
136.0 SF	Clean Ceramic Floor Tile in Mortar	\$0.43	\$58.48			\$58.48
51.5 LF	Remove Base Moulding	\$0.29	\$14.94			\$14.94
51.5 LF	Replace Base Moulding	\$2.09	\$107.64	\$26.91	25.0%	\$80.73
51.5 LF	Paint / Finish Base Moulding	\$0.70	\$36.05	\$7.21	20.0%	\$28.84
<b>Totals For Master Bathroom</b>			<b>\$247.03</b>	<b>\$34.12</b>	<b>13.8%</b>	<b>\$212.91</b>

**Estimate Section: Master Bedroom**

Master Bedroom ..... 18' 11.0" x 18' 6.0" x 10'

Lower Perimeter:	74.80 LF	Floor SF:	350.00 SF	Wall SF:	748.30 SF
Upper Perimeter:	74.80 LF	Floor SY:	38.89 SY	Ceiling SF:	350.00 SF

Quantity	Description	Unit Cost	RCV	DEP	%	ACV
87.5 SF	Mildewcide Floor Treatment	\$0.22	\$19.25			\$19.25
350.0 SF	Remove Good Grade Carpeting (Per Sq. Ft.)	\$0.10	\$35.00			\$35.00
374.5 SF	Replace Good Grade Carpeting (Per Sq. Ft.)	\$3.56	\$1,333.22	\$333.31	25.0%	\$999.91
350.0 SF	Remove Carpet Pad (Per Sq. Ft.)	\$0.04	\$14.00			\$14.00

INSURED	: PATRICK OLEARY	DATE OF REPORT	: 8/26/2016
LOCATION	: 115 JELICO CIR	DATE OF LOSS	: 8/6/2016
	: SOUTHLAKE, TX 76092-6804		
COMPANY	: American Security Insurance Co		
:			
:			
		ADJUSTER NAME	: Michael Boedeker

**Estimate Section: Master Bedroom - Continued...**

Quantity	Description	Unit Cost	RCV	DEP	%	ACV
350.0 SF	Replace Carpet Pad (Per Sq. Ft)	\$0.43	\$150.50	<b>\$37.63</b>	25.0%	\$112.87
748.3 SF	Paint Walls (2 Coats)	\$0.50	\$374.15	\$74.83	20.0%	\$299.32
37.4 LF	Remove Base Moulding	\$0.29	\$10.85			\$10.85
37.4 LF	Replace Base Moulding	\$2.09	\$78.17	\$19.54	25.0%	\$58.63
74.8 LF	Paint / Finish Base Moulding	\$0.70	\$52.36	\$10.47	20.0%	\$41.89
1.0 EA	Move/Reset Contents	\$56.96	\$56.96			\$56.96
<b>Totals For Master Bedroom</b>			<b>\$2,124.46</b>	<b>\$475.78</b>	<b>22.4%</b>	<b>\$1,648.68</b>

**Estimate Section: Living Room**

Living Room ..... 36' 10.0" x 21' x 10'

Lower Perimeter:	115.70 LF	Floor SF:	773.50 SF	Wall SF:	1156.70 SF	
Upper Perimeter:	115.70 LF	Floor SY:	85.94 SY	Ceiling SF:	773.50 SF	
Quantity	Description	Unit Cost	RCV	DEP	%	ACV
773.5 SF	Mildewcide Floor Treatment	\$0.22	\$170.17			\$170.17
193.4 SF	Clean Ceramic Floor Tile in Mortar	\$0.43	\$83.16			\$83.16
580.1 SF	Remove Good Grade Carpeting (Per Sq. Ft.)	\$0.10	\$58.01			\$58.01
620.7 SF	Replace Good Grade Carpeting (Per Sq. Ft.)	\$3.56	\$2,209.69	\$552.42	25.0%	\$1,657.27
580.1 SF	Remove Carpet Pad (Per Sq. Ft)	\$0.04	\$23.20			\$23.20
580.1 SF	Replace Carpet Pad (Per Sq. Ft)	\$0.43	\$249.44	\$62.36	25.0%	\$187.08
1156.7 SF	Paint Walls (2 Coats)	\$0.50	\$578.35	\$115.67	20.0%	\$462.68
57.9 LF	Remove Base Moulding	\$0.29	\$16.79			\$16.79
57.9 LF	Replace Base Moulding	\$2.09	\$121.01	\$30.25	25.0%	\$90.76
115.7 LF	Paint / Finish Base Moulding	\$0.70	\$80.99	\$16.20	20.0%	\$64.79
2.0 EA	Move/Reset Contents	\$56.96	\$113.92			\$113.92
Totals For Living Room			\$3,704.73	\$776.90	21.0%	\$2,927.83

**Estimate Section: Hall**

Hall ..... 6' 8.0" x 4' 3.0" x 9'

Lower Perimeter:	21.80 LF	Floor SF:	28.30 SF	Wall SF:	196.50 SF	
Upper Perimeter:	21.80 LF	Floor SY:	3.14 SY	Ceiling SF:	28.30 SF	
Quantity	Description	Unit Cost	RCV	DEP	%	ACV
28.3 SF	Mildewcide Floor Treatment	\$0.22	\$6.23			\$6.23
28.3 SF	Clean Ceramic Floor Tile in Mortar	\$0.43	\$12.17			\$12.17
196.5 SF	Paint Walls (2 Coats)	\$0.50	\$98.25	\$19.65	20.0%	\$78.60
21.8 LF	Remove Base Moulding	\$0.29	\$6.32			\$6.32
21.8 LF	Replace Base Moulding	\$2.09	\$45.56	\$11.39	25.0%	\$34.17
21.8 LF	Paint / Finish Base Moulding	\$0.70	\$15.26	\$3.05	20.0%	\$12.21
Totals For Hall			\$183.79	\$34.09	18.5%	\$149.70



INSURED	: PATRICK OLEARY	DATE OF REPORT	: 8/26/2016
LOCATION	: 115 JELICO CIR	DATE OF LOSS	: 8/6/2016
	: SOUTHLAKE, TX 76092-6804		
COMPANY	: American Security Insurance Co		
	:		
	:		
		ADJUSTER NAME	: Michael Boedeker

**Estimate Section: Water Heater Closet**

Water Heater Closet ..... 2' 4.0" x 2' 4.0" x 8'

Lower Perimeter:		9.30 LF	Floor SF:		5.40 SF	Wall SF:		74.70 SF
Upper Perimeter:		9.30 LF	Floor SY:		0.60 SY	Ceiling SF:		5.40 SF
Quantity	Description	Unit Cost	RCV	DEP	%	ACV		
5.4 SF	Mildewcide Floor Treatment	\$0.22	\$1.19			\$1.19		
74.7 SF	Mildewcide Wall Treatment	\$0.22	\$16.43			\$16.43		
1.0 MC	Minimum Charge Subflooring	\$146.12	\$146.12			\$146.12		
74.7 SF	Paint Walls (2 Coats)	\$0.50	\$37.35			\$37.35		
9.3 LF	Remove Base Moulding	\$0.29	\$2.70			\$2.70		
9.3 LF	Replace Base Moulding	\$2.09	\$19.44	\$4.86	25.0%	\$14.58		
9.3 LF	Paint / Finish Base Moulding	\$0.70	\$6.51	\$1.30	20.0%	\$5.21		
1.0 EA	Remove and Reinstall Water Heater	\$86.50	\$86.50			\$86.50		
Totals For Water Heater Closet			\$316.24	\$6.16	1.9%	\$310.08		

**Estimate Section: General**

Quantity	Description	Unit Cost	RCV	DEP	%	ACV
1.0 EA	Large Load Debris Removal	\$350.00	\$350.00			\$350.00
<b>Totals For General</b>			<b>\$350.00</b>	<b>\$0.00</b>		<b>\$350.00</b>

<b>Repair Item Totals</b>	<b>\$7,771.48</b>	<b>\$1,517.53</b>	<b>\$6,253.95</b>
General Contractor's Overhead (10.0%)	\$777.15	\$151.75	\$625.40
General Contractor's Profit (10.0%)	\$777.15	\$151.75	\$625.40
Estimate Totals With OHP	\$9,325.78	\$1,821.03	\$7,504.75
Applicable Sales Tax	\$358.05	\$87.28	\$270.77
Estimate Grand Totals	\$9,683.83	\$1,908.31	\$7,775.52
Policy Deductible	(\$1,000.00)		(\$1,000.00)
<b>BUILDING FINAL TOTALS</b>	<b>\$8,683.83</b>		<b>\$6,775.52</b>
Recoverable Depreciation		\$477.39	
Non-Recoverable Depreciation		\$1,430.92	

INSURED : PATRICK OLEARY  
 LOCATION : 115 JELICO CIR  
 : SOUTHLAKE, TX 76092-6804  
 COMPANY : American Security Insurance Co  
 :  
 :

DATE OF REPORT : 8/26/2016

DATE OF LOSS : 8/6/2016

ADJUSTER NAME : Michael Boedeker

## ESTIMATE TOTALS

ESTIMATE TOTAL PAGE ITEMS	RCV	DIFF	ACV
<b>Repair Item Totals</b>	<b>\$7,771.48</b>	<b>\$1,517.53</b>	<b>\$6,253.95</b>
General Contractor Overhead (10.0%)	\$777.15	\$151.75	\$625.40
General Contractor Profit (10.0%)	\$777.15	\$151.75	\$625.40
Estimate Totals With O&P	\$9,325.78	\$1,821.03	\$7,504.75
Applicable Sales Tax Rate: 8.25% (Includes M)	\$358.05	\$87.28	\$270.77
Estimate Grand Totals	\$9,683.83	\$1,908.31	\$7,775.52
Less Deductible	(\$1,000.00)		(\$1,000.00)
<b>BUILDING FINAL TOTALS</b>	<b>\$8,683.83</b>	<b>\$1,908.31</b>	<b>\$6,775.52</b>

<b>RECOVERABLE DEPRECIATION *</b>	<b>\$477.39</b>
<b>NON-RECOVERABLE DEPRECIATION</b>	<b>\$1,430.92</b>

\*This amount represents the total recoverable depreciation for this estimate. Any payable recoverable depreciation is subject to policy coverage limit. Please check policy coverage limit prior to issuing any recoverable depreciation reimbursements.

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

**RETURN DATE:** June 4th, 2018

-----X

**In re:**

Patrick M. O'Leary

**Debtor(s)**

**Case No.** 8-17-72595-reg

**Chapter:** 11

-----X

**ORDER**

**ORDER AUTHORIZING: (1) THE SALE OF REAL ESTATE PROPERTY BY DEBTOR (2)  
RETENTION OF REAL ESTATE BROKER (3) RELEASE OF INSURANCE PROCEEDS (4)  
DENIAL OF ANY CREDITOR LIFT-STAY MOTIONS**

Upon Motion of the Debtor: **(1)** to sell his real estate property located at 115 Jellico Cir, Southlake, TX 76092 and **(2)** Authorization to retain a real estate broker for such real estate sale by debtor and **(3)** release of insurance proceeds (with interest) from water-heater leak **(4)** denial if any creditor lift-stay motion all heard by the honorable Judge Robert Grossman at a status conferences.  
It is hereby

**ORDERED**, the debtor authorization to sell his real estate located at: 115 Jellico Cir, Southlake, TX 76092 is **GRANTED**.

**ORDERED**, that the Debtor's retention of Rocha and Associates as his broker for the sale of his real estate is **GRANTED**.

**ORDERED**, the debtor request to have the insurance proceeds of \$6,775.52 being held by JP Morgan Chase be *immediately* released (with interest) to the debtor at NY address is **GRANTED**.

**ORDERED**, the debtor's request of the Court to **DENY** any creditor lift-stay motion is **GRANTED**.

**ORDERED**, for such other and further relief as the Court deems just and proper, is **GRANTED**.