Case ₁ 8-17-72595-reg	Doc 69	Filed 05/21/18	Entered 05/21/18 17:05:01

UNITED STA EASTERN D	TES BANKRUPTCY COURT ISTRICT OF NEW YORK		RETU	IRN DATE: Juce Bill 2018 U.S. BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK
In re:		Case No.	8-17-	725966H&egAY21 P 14:50
Patrick M. C	'Leary Debtor(s)	Chapter:	11	RECEIVED
	x	NOTICE O	FMOT	ION

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 (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 Case 8-17-72595-reg Doc 69-1 Filed 05/21/18 Entered 05/21/18 17:05:01

UNITED STATES BANKRUPTCY COURT	
EASTERN DISTRICT OF NEW YORK	
X	
In re:	

RETURN DATE: June 4th, 2018

Patrick M. O'Leary

Case No. 8-17-72595-reg

Debtor(s)

Chapter: 11

_____X

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. § I57(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:

Position #	Who	Claim Amount	Claim #	Туре	Interest Rate
1st	JP Morgan Chase *	\$495,981.46	7	Mortgage 1st	7.8%
2nd	First Tennessee	\$20,086.70	3	Mortgage 2nd	10.3%
3rd	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.

Exhibit	Document or Item
Α	An Affidavit of disinterestedness by the broker.
В	A copy of the B roker commission agreement.
C1	A copy of the Original sale C ontract
C2	A copy of the Amended sale C ontract
I	A copy of the Insurance proceeds being held by Chase

DOCUMENTS ANNEXED HERETO:

The Debtor's efforts and role as debtor-in-procession 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

In re:

Patrick M. O'Leary

Case No. 8-17-72595-reg

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 Benoza, 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

_____X

In re:

Case No. 8-17-72595-reg

Patrick M. O'Leary

Debtor(s)

Chapter: 11

_____X

AFFIDAVIT OF DISINTERESTEDNESS PROPOSED BROKER FOR DEBTOR-IN-POSSESSION

STATE OF TEXAS)

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 II case.

> Sworn to before me this <u>72</u> day of January 2018

1116 107 * 11/6 Dawn Rocha, Broker Jexas Notary Public www.RochaAssociates.com 817-689-9180 age 1 of 1

Exhibit B:

A copy of the broker commission agreement.



Doc 69-3

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

Fax:	
-	Fax:

 Address: 347 Park North Lane

 City, State, Zip: Keller, TX 76248

 Phone: (817)277-2181

 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 know	wn 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. <u>Improvements</u>: 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. <u>Accessories</u>: 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.

Southlake,

- D. <u>Exclusions</u>: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: N/A
- E. <u>Owners' Association</u>: The property is x 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: \$ <u>649,900.00</u> (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:
- **X** (1) **3.000** % of the sales price.
- (2) **N/A**
- B. <u>Earned</u>: 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. <u>Payable</u>: 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 <u>not</u> 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) <u>Breach by Buyer Under a Contract</u>: 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,

Initialed for Identification by Broker/Associate **_____** and Seller

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) <u>Service Providers</u>: 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) <u>Other Fees and/or Reimbursable Expenses</u>: **\$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 <u>60</u> 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:
 - (a) Seller agrees to sell the Property during the protection period;
 - (b) 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
 - (c) Seller is obligated to pay the other broker a fee for the sale.
- F. <u>County</u>: All amounts payable to Broker are to be paid in cash in <u>Tarrant</u> County, Texas.
- G. <u>Escrow Authorization</u>: 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.

<u>Notice</u>: 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.

(TAR-1101) 01-01-14

Initialed for Identification by Broker/Associate

n ID: 33015831-7267-4078-9B1C-8FC67855231C	

Residential Listing concerning	Southlake,	
	r not to file this Listing with one or more Multiple Listing Service (MLS) until _ sting begins for the following purpose(s):	days

(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.

<u>Notice</u>: 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. <u>Authorizing Access</u>: 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. <u>Scheduling Companies</u>: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: **Centralized Showing Services** .
- C. <u>Keybox</u>: 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 \mathbf{X} is \Box 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. <u>Liability and Indemnification</u>: 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 \mathfrak{DR} and Seller

Page 4 of 10

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:
 - _____% of the sales price or \$ N/A ; and
 - (1) if the other broker represents the buyer: ______% of the sales price or \$ N/A
 (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 X 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.

Initialed for Identification by Broker/Associate **D**R and Seller

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:
 - (1) Conventional
 - X (2) VA
 - Χ (3) FHA
 - (4) Cash

- (5) Texas Veterans Land Program
- X

- (6) Owner Financing (7) Other
- 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.

Case 8-17-72595-reg Doc 69-3 Filed 05/21/18 Entered 05/21/18 17:05:01

CaSe O-17-72090uthentisign ID: 33015831-7267-4078-9B1C-8FC67855231C

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.

Initialed for Identification by Broker/Associate \mathfrak{DR} and Seller \mathfrak{PC}

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:
- X A. Information About Brokerage Services;
- **X** 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);
- X 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.

Initialed for Identification by Broker/Associate DR and Seller

Southlake,

20. AGREEMENT OF PARTIES:

- A. <u>Entire Agreement</u>: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. <u>Assignability</u>: Neither party may assign this Listing without the written consent of the other party.
- C. <u>Binding Effect</u>: Seller's obligation to pay Broker an earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. <u>Joint and Several</u>: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. <u>Governing Law</u>: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. <u>Severability</u>: 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. <u>Notices</u>: 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.

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, L	.LC	
Broker's Printed Name	0548821	License No.
Dawn Rocha	01	/05/2018
Broker's Associate's Signatur Broker	e, as an authoriz	Date zed agent of

Patrick O'Leary	
Seller's Printed Name	
Authentision Patrick O'Leary	01/06/2018
Seller's Signature cst	Date

Dawn Rocha

Broker's Associate's Printed Name, if applicable

Seller's Printed Name

Seller's Signature

Date



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	9005860	dawn@rochaassociates.com	(817)689-9180
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Designated Broker of Firm	License No.	Email	Phone
Dawn M. Rocha	0548821	dawn@rochaassociates.com	(817)689-9180
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Sales Agent/Associate's Name	License No.	Email	Phone
		01/06/2018	
	Buyer/Tenant/Seller/Landlord Initial	s Date	
Regulated by the Texas Real Estat	te Commission	Information available a	at www.trec.texas.gov
			IABS 1-0 Date

Exhibit C1:

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

Case 8-17-72595-reg Authentisign ID: EBEA1000-E869-4540-40888-25020068866488 Doc 69-4 Filed 05/21/18 Entered 05/21/18 17:05:01

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								
Credit report ordered: 🛛 Yes 🗆	No		Occupancy ty	pe: Primary Residence				
Prequalified mortgage type	Interest rate	Points	Mortgage payment	Payment with taxes and insurance ¹	Second mortgage payment			
Conventional/30 Year Fixed	4.500%	(.125)%	\$1,965.94	\$3,132.61	\$0.00			

¹Includes 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)



PPQ C8063R 3/15 (replaces CL8063 and C8063)

2018022216.1.4.4217-J20170816Y



Page 1 of 1

dotloop signature verification: Case 8-17-72595-reg8254 Doc 69-4 Filed 05/21/18 Entered 05/21/18 17:05:01 Authentisign ID: EBE&A600-E669-46342-&B68-25202006846688B



OTexas Association of REALTORSE, 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? or never occupied the Property 8 months

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	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	1			Liquid Propane Gas:		1		Pump: sump grinder		1	-
Carbon Monoxide Det.		1		-LP Community (Captive)		1		Rain Gutters	1		
Ceiling Fans	1			-LP on Property		1		Range/Stove	V		
Cooktop	1			Hot Tub		1		Roof/Attic Vents	V		
Dishwasher		1		Intercom System	1			Sauna		1	
Disposal		1		Microwave	V	-		Smoke Detector	1		
Emergency Escape Ladder(s)		~		Outdoor Grill		~		Smoke Detector - Hearing Impaired			
Exhaust Fans	1			Patio/Decking	1			Spa	V		
Fences	1			Plumbing System	V	1		Trash Compactor	1	1	
Fire Detection Equip.	V			Pool	V			TV Antenna		V	
French Drain		1		Pool Equipment	V			Washer/Dryer Hookup	1		
Gas Fixtures	V			Pool Maint. Accessories	V			Window Screens	r	1	
Natural Gas Lines	V		1.2	Pool Heater		1		Public Sewer System	1		

Item	Y	N	U	Additional Information
Central A/C		\checkmark		√electric √gas number of units: 2
Evaporative Coolers		1		number of units:
Wall/Window AC Units		1		number of units:
Attic Fan(s)	1			if yes, describe: Turbine and Electric
Central Heat		\checkmark		electric 🗸 gas number of units: 2
Other Heat		1		if yes, describe:
Oven	1			number of ovens: 2 Velectric gas other:
Fireplace & Chimney	1			wood Jgas logs mock other:
Carport		1		attached not attached
Garage	1			Vattached not attached
Garage Door Openers	1			number of units: 2 number of remotes: 0
Satellite Dish & Controls		1		owned lease from:
Security System	1			Jowned lease from:
Water Heater	V			electric vgas other. number of units: 2
Water Softener		1		owned lease from:
Underground Lawn Sprinkler		1		automatic manual areas covered:
Septic / On-Site Sewer Facility		1		W M PMOL (MAR-1407)

11:39PM EST 11:43PM EST othe & Associates Realtors, 347 Park North Lass Keller TX 76248 Property BITARS SIDE Fast \$175899188 Produced with apPortell by acCogie 18070 Filteen Mile Road, Preven Michigan 48026 attes acCogie costs Daws Rochs

125 Jullian Circle

Concerning the Property at	115 Jellico Circle Southlake, TX 76092-6804	
Water supply provided by: Vicity Viell MUD Was the Property built before 1978? yes Noo (If yes, complete, sign, and attach TAR-1906 of Roof Type: Class 4 - 40 year	unknown	(approximate)
	erty (shingles or roof covering placed over existing	
Are you (Selier) aware of any of the items listed are need of repair? yes no If yes, describe (Electric exhaust fans in attic need to be ho	in this Section 1 that are not in working condition, that (attach additional sheets if necessary):	have defects, or

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		~
Ceilings		1
Doors		1
Driveways		1
Electrical Systems		1
Exterior Walls		1

Item	Y	N
Floors		1
Foundation / Slab(s)		V
Interior Walls		1
Lighting Fixtures		1
Plumbing Systems		~
Roof		~

2.2	~
1	1
	1
1	1
_	
	~

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	Condition	Y	N
Aluminum Wiring		~	Previous Foundation Repairs		~
Asbestos Components		~	Previous Roof Repairs	~	
Diseased Trees: oak wilt		~	Previous Other Structural Repairs		1
Endangered Species/Habitat on Property		~	Radon Gas		1
Fault Lines		~	Settling		1
Hazardous or Toxic Waste		1	Soil Movement		~
Improper Drainage	~	/	Subsurface Structure or Pits		1
Intermittent or Weather Springs		~	Underground Storage Tanks		1
Landfill		~	Unplatted Easements		1
Lead-Based Paint or Lead-Based Pt. Hazards		1	Unrecorded Easements		1
Encroachments onto the Property		1	Urea-formaldehyde Insulation		1
Improvements encroaching on others' property		~	Water Penetration	~	1
Located in 100-year Floodplain		~	Wetlands on Property		1
Located in Floodway		~	Wood Rot	~	
Present Flood Ins. Coverage (If yes, attach TAR-1414)		~	Active infestation of termites or other wood destroying insects (WDI)		1
Previous Flooding into the Structures		~	Previous treatment for termites or WDI	1	1
Previous Flooding onto the Property		~	Previous termite or WDI damage repaired	1	
Located in Historic District		~	Previous Fires		1
Historic Property Designation		~	Termite or WDI damage needing repair	~	
Previous Use of Premises for Manufacture of Methamphetamine		20	Single Blockable Main Drain in Pool/Hot	~	,
(TAR-1406) 09-01-17 Initialed by: Buyer:		2 /18	90 DUZZ/18 Ind Seller PMOL	Page 2	of 5

11:39PM EST 11:43PM EST

115 Jullian Circle

dotloop signature verification: Case 8-17-772595+regaz54 Docc69-4 Filed 05/21/18 Entered 05/21/18 17:05:01 Authentisign ID: EBEA4000-E669-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-46840-468

> 115 Jellico Circie 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.

Concerning the Property at

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

Section 4.	Are you	(Seller) aw	are of any	item,	equipment,	or sy	stem	in or	on the	Propert	y that i	is in need	of repair,
which has	not been	previous	ly disclos	ed in	this notice?	~	/es	_ no	If yes,	explain	(attach	additional	sheets if
necessary):													
Master Bath	broom sho	wer needs	to be repla	ced.									

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		
-	1	1	

 \checkmark

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):



115 Je	llico	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	Туре	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? \sqrt{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 \sqrt{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 \checkmark yes. If no or unknown, explain. (Attach additional sheets if necessary): Seller does not know the status of smoke detectors

*Chapter 786 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.

Moth	1 MC L Fel 11th 2018		
Signature of Seller	Dat	e Signature of Seller	Date
Printed Name:	Patrick Michael O'Leary	Printed Name:	1.254/07
(TAR-1406) 09-01-17	Initialed by: Buye 02/22/18 11:39PM EST	02/22/18 11:43PM EST	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 . 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:	Tri-County Electric Cooperative	phone #: 817 - 444 - 3201
Sewer:	City Of Southlake	phone #: 817 - 748 - 8400
Water:	City Of Southlake	phone #: 817 - 748 - 8400
Cable:	Frontier FIOS	phone #: 800 - 970 - 5235
Trash:	City Of Southlake	phone #: 817 - 748 - 8400
Natural Gas	S. Atmos Energy	phone #: 888 - 286 - 6700
Phone Corr	npany: Frontier FIOS	phone #: 800 - 970 - 5235
Propane:	None	phone #: N / A

(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-S1IE-WJCQ		Joan Ardery	dotloop verified 02/22/18 11:43PM EST HYKS-XTVY-OQFP-TI67	
Signature of Buyer		Date	Signature of Buyer		Date
Printed Name:			Printed Name:		
(TAR-1406) 09-01-17	Initialed by: Buyer 02/2	22/18 PPM EST	D2/22/18 11:43PM EST	Pa	ge 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. <u>Conventional Financing</u>:
 - □ (a) A first mortgage loan in the principal amount of \$ $\frac{480000.00}{480000.00}$ (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed $\frac{5.0}{6}$ % 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. <u>Texas Veterans Loan</u>: 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. <u>FHA Insured Financing</u>: A Section _______ FHA insured loan of not less than ________
 (excluding any financed MIP), amortizable monthly for not less than ________
 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. <u>VA Guaranteed Financing</u>: 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.
- □ 6.<u>Reverse Mortgage Financing</u>: 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.

and Seller

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.

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.
 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 subject to more than on the property approval is not be appraised in the property of the property 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 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

- 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:

- 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.
 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	dotloop verified 02/22/18 11:39PM EST 9RUA-TLEV-WYAI-TH88	Patrick O'Leary
Buyer		Seller and the car
Joan Ardery	dotloop verified 02/22/18 11:44PM EST ZWCD-FBS3-ZJO5-0BST	
Buyer		Seller
TREC	contract forms. Such approval relates to this for license holders. No representation is made as a transactions. It is not intended for complex trans	Estate Commission for use with similarly approved or promulgated m only. TREC forms are intended for use only by trained real estate to the legal validity or adequacy of any provision in any specific actions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX xas.gov) TREC No. 40-7. This form replaces TREC No. 40-6.
		TREC NO.

^{1.} Buyer Approval:

dotloop signature verification: Case 8-17-72595-rreg7085 Doc 69-4 Filed 05/21/18 Entered 05/21/18 17:05:01 Authentisign ID: CBEA7600-E663-45329-AB (B-37600) 666688

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)	11-2-2015
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)	
NOTICE: Not For Use For Condominium Transactions	EQUAL HOUSING
	OPPORTUNITY
1. PARTIES: The parties to this contract are <u>Patrick M Oleary</u>	
(Seller) and Victor Vera and Joan Ardery	(Buyer).
Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Prope	rty defined
below.	
2. PROPERTY: The land, improvements and accessories are collectively referred to as the "Provide the second seco	operty".
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 attac	had to the
above-described real property, including without limitation, the following permanently	
and built-in items, if any: all equipment and appliances, valances, screens, shutters	
wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antenna	
and brackets for televisions and speakers, heating and air-conditioning units, securi	
detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softer	
kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscapir	
cooking equipment, and all other property owned by Seller and attached to the above	e described
real property.	ning unite
C. ACCESSORIES: The following described related accessories, if any: window air condition stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods,	
mailbox keys, above ground pool, swimming pool equipment and maintenance a	
artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and	
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	
B. Sum of all financing described in the attached: Third Party Financing Addendum,	
Loan Assumption Addendum, C Seller Financing Addendum	
C. Sales Price (Sum of A and B)	
4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a	
transaction or acting on behalf of a spouse, parent, child, business entity in which the lice	ense holder
transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which	the license
transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth	the license
transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which	the license
transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable:	ense holder the license er party in
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shat as earnest money with Alamo Title, Lynn Sherin, as esc. 	ense holder the license er party in Il deposit row agent,
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shat searnest money with Alamo Title, Lynn Sherin , as esc at a southlake, TX 	ense holder the license er party in Il deposit row agent, Il deposit
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shat as earnest money with Alamo Title, Lynn Sherin , as esc at additional earnest money of \$ with escrow agent within days after the second s	ense holder the license er party in Il deposit row agent, Il deposit ne effective
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha \$4800.00 as earnest money with Alamo Title, Lynn Sherin, as esc at	ense holder the license er party in Il deposit row agent, Il deposit ne effective
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha \$4800.00 as earnest money with Alamo Title, Lynn Sherin, as esc at	ense holder the license er party in Il deposit row agent, Il deposit ne effective
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha \$4800.00 as earnest money with Alamo Title, Lynn Sherin, as esc at	ense holder the license er party in Il deposit row agent, Il deposit ne effective ract, Buyer
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha state of this contract. If Buyer fails to deposit the earnest money as required by this contract by the earnest money as required by this contract. If Buyer fails to Buyer at Contract by all parties are by this contract. If Buyer fails to Buyer at Contract by a required by this contract. If Buyer fails to Buyer at Contract Buyer's expense an owner provide the policy issued by Alamo Title, 817-993-1500 (Title Compare) 	ense holder the license er party in Il deposit row agent, Il deposit ne effective ract, Buyer Dicy of title y) in the
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha \$4800.00 as earnest money with Alamo Title, Lynn Sherin , as esc at additional earnest money of \$	ense holder the license er party in Il deposit row agent, Il deposit ne effective ract, Buyer Dicy of title y) in the under the
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha \$4800.00 as earnest money with Alamo Title, Lynn Sherin , as esc at additional earnest money of \$ with escrow agent within days after th date of this contract. If Buyer fails to deposit the earnest money as required by this cont 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 poinsurance (Title Policy) issued by <u>Alamo Title, 817-993-1500</u> (Title Companiamount of the Sales Price, dated at or after closing, insuring Buyer against loss provisions of the Title Policy, subject to the promulgated exclusions (including existing b) 	ense holder the license er party in Il deposit row agent, Il deposit ne effective ract, Buyer Dicy of title y) in the under the
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha at a searnest money with Alamo Title, Lynn Sherin additional earnest money of \$ with escrow agent within days after the date of this contract. If Buyer fails to deposit the earnest money as required by this contract 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 por insurance (Title Policy) issued by <u>Alamo Title, 817-993-1500</u> (Title Companiamount of the Sales Price, dated at or after closing, insuring Buyer against loss provisions of the Title Policy, subject to the promulgated exclusions (including existing b zoning ordinances) and the following exceptions: 	ense holder the license er party in Il deposit row agent, Il deposit ne effective ract, Buyer olicy of title y) in the under the uilding and
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha \$4800.00 as earnest money with Alamo Title, Lynn Sherin at a Southlake, TX (address). Buyer sha additional earnest money of \$ with escrow agent within days after the date of this contract. If Buyer fails to deposit the earnest money as required by this cont will be in default. 6.TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at D Seller's D Buyer's expense an owner por insurance (Title Policy) issued by <u>Alamo Title, 817-993-1500</u> (Title Compan amount of the Sales Price, dated at or after closing, insuring Buyer against loss provisions of the Title Policy, subject to the promulgated exclusions (including existing b zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is loca (2) The standard printed exception for standby fees, taxes and assessments. 	ense holder the license er party in Il deposit row agent, Il deposit ne effective ract, Buyer olicy of title y) in the under the uilding and
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha \$4800.00 as earnest money with Alamo Title, Lynn Sherin, as esc at	ense holder the license er party in Il deposit row agent, Il deposit ne effective ract, Buyer blicy of title y) in the under the uilding and ted.
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha \$4800.00 as earnest money with Alamo Title, Lynn Sherin at a searcest money of \$ with escrow agent within days after the date of this contract. If Buyer fails to deposit the earnest money as required by this cont 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 por insurance (Title Policy) issued by <u>Alamo Title, 817-993-1500</u> (Title Compan amount of the Sales Price, dated at or after closing, insuring Buyer against loss provisions of the Title Policy, subject to the promulgated exclusions (including existing b zoning ordinances) and the following exceptions:	ense holder the license er party in Il deposit row agent, Il deposit ne effective ract, Buyer blicy of title y) in the under the uilding and ted.
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer sha \$4800.00 as earnest money with Alamo Title, Lynn Sherin, as esc at	ense holder the license er party in Il deposit row agent, Il deposit ne effective ract, Buyer blicy of title y) in the under the uilding and ted.
 transaction or acting on behalf of a spouse, parent, child, business entity in which the lice owns more than 10%, or a trust for which the license holder acts as a trustee or of which holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth writing before entering into a contract of sale. Disclose if applicable: 5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shat 44800.00 as earnest money with Alamo Title, Lynn Sherin , as escont at Southlake, TX (address). Buyer shat ditional earnest money of \$ with escrow agent within days after the date of this contract. If Buyer fails to deposit the earnest money as required by this cont 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 por insurance (Title Policy) issued by Alamo Title, 817-993-1500 (Title Compan amount of the Sales Price, dated at or after closing, insuring Buyer against loss provisions of the Title Policy, subject to the promulgated exclusions (including existing b zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is locat (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 is located. 	ense holder the license er party in Il deposit row agent, Il deposit ne effective ract, Buyer blicy of title y) in the under the uilding and ted.

 (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 markal rights. (7) The standard printed exception as to waters, tidelands, beaches, streams, and related the term of the standard printed exception as to waters, tidelands, beaches, streams, and related the term. (8) The standard printed exception as to waters, tidelands, beaches, streams, and related the term of boundary lines, encroachments or protrusions, or overlapping improvements: [10] will not be amended or deleted from the title policy; or [4](ii) will be amended to read, "shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: [4](i) will not be amended or deleted from the title company receives a copy of this contract. Selere shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's encode shall furnish to Buyer a 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. C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the fittle Company and Buyer's lender(s). (Check one box only) [2](1) Within 11	Contract Concerning 115 Jellico Circle, Southlake, TX 76092	Dage 2 of 0	11.2.2015
 (6) The standard printed exception as to martal 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; encreachments or portusions, or overlapping improvements: [10]. will a provide the screpting of the standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines; encreachments or portusions, or overlapping improvements; [10]. will be annended to read, "shortages in area" at the expense of Dibuyer (Dseller. [01]) will be annended to read, "shortages in area" at the expense of Dibuyer (Dseller. [01]) will be annended to read, "shortages in area" at the expense of Dibuyer (Dseller. [01]) will be anneotic to read, the screption Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer with the 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 to Buyer. (2) Within the time required, Buyer may terminate this contract, seller shall furnish to Buyer and Buyer's lender(s). (Check one box only). (2) Within the and Buyer's lender(s). (Check one box only). (3) Within the and Buyer's lender(s). (Check one box only). (4) Within the and Buyer's lender(s). (Check one box only). (5) Within the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey stall be the set specified in this paragraph, whichever is earlier. The advance of actual receipt or the date specified in this paragraph, whichever is earlier. (2) Within devs after the effective date of this cont		Page 2 of 9	11-2-2015
 (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 protunsions, or overlapping improvements: □(1) will not be amended or deleted from the title pilicy, or Q(ii) will be amended to read, the spense of Bouyer Oscient. B. CONTINEL CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE (1) will be an ended to read, the spense of the pilicy of Q(ii) will be amended to read, see the title pilicy, or Q(ii) will be an ended to read, see the title pilicy, or Q(ii) will be an ended to read, see the pilicy of the contract. B. CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE (2) 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 to Buyer. C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the file Company to the effect on early on the earnest money will be refunded to Buyer. C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the file Company and Buyer's Isting survey or diffavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense to later than 3 days prior to Closing Date. Q(1)Within 10 days after the effective date of this contract, Seller, at Seller's Buyer's blender(s). Uncheater and the survey as head to bay prior to Closing Date. Q(2)Within days after the effective date of this contract, Seller, at Seller's expense shall obtain a new survey at Seller's expense. Buyer's failure than a days prior to Closing Date. Q(2)Within days after the effective date of this contract, Seller, at Seller's expense shall obtain a new survey at Seller's surver is dater than 3 days prior		act or as may be ap	oproved
 (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: [10] will not be amended or cald, "shortages in area" at the expense of Digiver Oseller. 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 1) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions. In Seller authorizes the Title schempany to deliver 1.1 of the chandard printed exceptions. Seller authorizes the Title schempany to deliver 1.1 of the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Cosing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered to Buyer. C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's setting 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. (2) Within	(7) The standard printed exception as to waters, tidelands, beau	ches, streams, and	related
 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 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 Cosing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered 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) M(1)Within 10 days after the effective date of this contract. Seller shall furnish to Buyer and Title Company Seller's existing survey or affidavit within the time prescribed, Buyer's aldnewy at Seller's septense on 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 Septense contract. Buyer shall obtain a new survey at Seller's Septense contract. Buyer's slender(s). Buyer shall obtain a new survey at Seller's Septense contract. Buyer shall obtain a new survey at Seller's Septense schores contract. M(1)Within	(8) The standard printed exception as to discrepancies, conflic boundary lines, encroachments or protrusions, or overlapping not be amended or deleted from the title policy; or Q(ii)	cts, shortages in a g improvements: will be amended to	area or I(i) will o read,
 authorizes the Title Company to deliver 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 or 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 date of this contract, Buyer shall obtain a new survey at Seller's date of this contract, Seller, at Seller's expense shall furnish a new survey at the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer. D. OBECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey to Buyer. D. OBECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey of Buyer's right to buyer's register or any ville object within the time property and the earnest will be refunded to Buyer must object the earlier of (1) the Closing Date or (1) days after Buyer receives the Commitment and subject the survey of Buyer's right to buject. D.	B. COMMITMENT: Within 20 days after the Title Company receive Seller shall furnish to Buyer a commitment for title insurance (Con expense, legible copies of restrictive covenants and documents ev	mmitment) and, at videncing exceptions	Buyer's s in the
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) 2(1)Within 10 days after the effective date of this contract. Seller shall furnish to Buyer and Title Company Seller's existing survey or Heroperty 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 on Buyer's lender(S), Buyer shall obtain a new survey at Seller's Edbuyer's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit hous the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. (2)Within	authorizes the Title Company to deliver the Commitment and Exce at Buyer's address shown in Paragraph 21. If the Commitment and	eption Documents to d Exception Docume	o Buyer ents are
 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 within the time prescribed, Buyer's lender(s), Buyer shall obtain a new survey at LiSeller's EdBuyer's expense no later than 3 days prior to Closing Date. (2) Within	extended up to 15 days or 3 days before the Closing Date, whic factors beyond Seller's control, the Commitment and Exception Do within the time required, Buyer may terminate this contract and	hever is earlier. If, ocuments are not de	due to elivered
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 LISeller's ⊠Buyer's expense no later than 3 days prior to Closing Date. [(2) Within	the Title Company and Buyer's lender(s). (Check one box only)	, ,	
 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 Dseller's @Buyer's expense no later than 3 days prior to Closing Date. (2) Within	and Title Company Seller's existing survey of the Property and Affidavit promulgated by the Texas Department of Insurance	a Residential Real F (T-47 Affidavit). If	Property Seller
 Q(2) Within	shall obtain a new survey at Seller's expense no later tha Date. If the existing survey or affidavit is not acceptable to lender(s), Buyer shall obtain a new survey at DSeller's Buyer	n 3 days prior to Title Company or	Closing Buyer's
 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 (1) 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's right to abject. 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: Broker advises Buyer to have an abstract of title covering the Property examined 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 lis Is not subject to mandatory membership in a property owners association(s). JE the Property is subject to mandatory membership in a property owners association(s). Seller notifies Buyer subject to be a member of the property example A in which the Property is located, you are obligated to be a member of the property Records of the property is not will be recorded in the Real Property Records of the county in which the Property is 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 the extended to be a member of the property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from t	(2) Within days after the effective date of this contract, survey at Buyer's expense. Buyer is deemed to receive the su receipt or the date specified in this paragraph, whichever is earli	rvey on the date o ier.	f actual
Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: Buyer must object the earlier of (1) 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: Broker Advises Association (s). If the Property lis I and to 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 lis I 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 and all dedicatory instruments governing the use and occupancy of the Property and all dedicatory instruments governing the use and occupancy of the Property and all 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	shall furnish a new survey to Buyer. D. OBJECTIONS: Buyer may object in writing to defects, exceptions,	, or encumbrances	to title:
 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 curred 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 lis lis not 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 	Commitment other than items 6A(1) through (8) above; or which or activity:	n prohibit the follow	ing use
 (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 manual for identification by Buyer. 	the Commitment, Exception Documents, and the survey. Buyer's time allowed will constitute a waiver of Buyer's right to object; ex in Schedule C of the Commitment are not waived by Buyer. Prov to incur any expense, Seller shall cure the timely objections of Buy within 15 days after Seller receives the objections and the Closin necessary. If objections are not cured within such 15 day period,	failure to object wi ccept that the requir rided Seller is not o er or any third party g Date will be exter this contract will te	thin the rements bligated y lender nded as
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 Initialed for identification by Buyer.	(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have a the Property examined by an attorney of Buyer's selection, or with or obtain a Title Policy. If a Title Policy is furnished, t	[.] Buyer should be fu he Commitment sh	irnished ould be
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 TREC NO. 20-13	Buyer's right to object. (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): T subject to mandatory membership in a property owners assoc	he Property Dis Ciation(s). If the Pro	is not perty is
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. <u>You are obligated to pay assessments to the</u> property owners association(s). The amount of the assessments is subject to Initialed for identification by Buyer <i>M</i> and Seller <i>COUPLIE</i> and Seller <i>COUPLIE</i> TREC NO. 20-13	subject to mandatory membership in a property owners as Buyer under §5.012, Texas Property Code, that, as a pur residential community identified in Paragraph 2A in which the obligated to be a member of the property owners associatio	sociation(s), Seller chaser of property Property is located, n(s). Restrictive co	notifies in the you are venants
Initialed for identification by Buyer <i>M</i> and Seller F TREC NO. 20-13	governing the use and occupancy of the Property and a governing the establishment, maintenance, or operation of have been or will be recorded in the Real Property Records Property is located. Copies of the restrictive covenants and d	all dedicatory instr this residential con of the county in wh ledicatory instrumer	ruments nmunity nich the nts may
11-200M ECT 11-200M ECT IN 11-200M ECT	Initialed for identification by Buyer 2/22/18 and Seller 7/2/22/18		

ntract Concer	ning 115 Jellico Circle, Southlake, TX 76092	Page 3 of 9	11-2-2015
	(Address of Property)		
	change. Your failure to pay the assessments could res		<u>t of the</u>
	association's lien on and the foreclosure of the Property Section 207.003, Property Code, entitles an owner to receive		nent that
	governs the establishment, maintenance, or operation of a s	ubdivision, including	, but not
	limited to, restrictions, bylaws, rules and regulations, and property owners' association. A resale certificate contains in	a resale certificate	but not
	limited to, statements specifying the amount and frequency	of regular assessm	ents and
	the style and cause number of lawsuits to which the prope	erty owners' associa	tion is a
	party, other than lawsuits relating to unpaid ad valorem taxe the association. These documents must be made available to	s of an individual m	ember of
	association or the association's agent on your request.	, you by the property	owners
	If Buyer is concerned about these matters, the TREC p		
	Property Subject to Mandatory Membership in a Proper	rty Owners Associ	ation(s)
(3)	should be used. STATUTORY TAX DISTRICTS: If the Property is situated in	a utility or other s	tatutorily
(3)	created district providing water, sewer, drainage, or flood c	control facilities and	services,
	Chapter 49, Texas Water Code, requires Seller to deliver and		
	notice relating to the tax rate, bonded indebtedness, or stand final execution of this contract.	aby ree of the distric	t prior to
(4)	TIDE WATERS: If the Property abuts the tidally influenced v	waters of the state,	§33.135,
	Texas Natural Resources Code, requires a notice regarding		
	included in the contract. An addendum containing the not required by the parties must be used.	ice promulgated by	TREC OF
(5)	ANNEXATION: If the Property is located outside the limits of	a municipality, Selle	r 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 annexation by the municipality. Each municipality mainta	/ now or later be since a map that do	ubject to
	boundaries and extraterritorial jurisdiction. To determine if th		
	municipality's extraterritorial jurisdiction or is likely to be lo	cated within a mun	icipality's
	extraterritorial jurisdiction, contact all municipalities located the Property for further information.	in the general pro	ximity of
(6)	PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA	A OF A UTILITY S	SERVICE
(-)	PROVIDER: Notice required by §13.257, Water Code: The		
	Paragraph 2, that you are about to purchase may be locate	ed in a certificated w	vater or
	sewer service area, which is authorized by law to provide we		
	properties in the certificated area. If your property is located may be special costs or charges that you will be required to		
	water or sewer service. There may be a period required		
	facilities necessary to provide water or sewer service to your	property. You are ad	vised to
	determine if the property is in a certificated area and contac		
	to determine the cost that you will be required to pay and		
	required to provide water or sewer service to your proper hereby acknowledges receipt of the foregoing notice at or		
	binding contract for the purchase of the real property desc		
	closing of purchase of the real property.	2 .	
(7)	PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a 1 §5.014, Property Code, requires Seller to notify Buyer as fol	public improvement	district,
	parcel of real property you are obligated to pay an asses		
	county for an improvement project undertaken by a public	improvement distric	t under
	Chapter 372, Local Government Code. The assessment r periodic installments. More information concerning the amount	nay be due annual	ly or in
	due dates of that assessment may be obtained from the mi		
	the assessment. The amount of the assessments is subject to	o change. Your failur	
(0)	the assessments could result in a lien on and the foreclosure of TRANSEER FEES. If the Property is subject to a private trans-		
(0)	TRANSFER FEES: If the Property is subject to a private tran Property Code, requires Seller to notify Buyer as follows:	The private tran	go.zuo, sfer fee
	Property Code, requires Seller to notify Buyer as follows: obligation may be governed by Chapter 5, Subchapter G of th	e Texas Property Co	de.
(9)	PROPANE GAS SYSTEM SERVICE AREA: If the Property is	s located in a propa	ane gas
	system service area owned by a distribution system retail written notice as required by §141.010, Texas Utilities Code	er, seller must give 2. An addendum co	e buyer ntaining
	the notice approved by TREC or required by the parties should	d be used.	-
(10)	NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property		
	water, including a reservoir or lake, constructed and maintain		
	Code, that has a storage capacity of at least 5,000 acre- normal operating level, Seller hereby notifies Buyer:		
	impoundment of water adjoining the Property fluctuates for v		

and Seller

90

W

02/22/18 02/22/18 11:39PM EST 11:26PM EST

JA

TREC N

dotloop signature verification: Case 8-17-72595-regross Doc 69-4 Filed 05/21/18 Entered 05/21/18 17:05:01 Authentisign ID: EBEA1000-E667-4570-ABED-200200594568B

Contract Concerning 1	5 Jellico Circle, Southla	ke. TX 76092
contract conterning 1	jemeo en ere, oouunu	100000

(Address of Property)

Page 4 of 9 11-2-2015

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. SÉLLER'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
- 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)
- \square (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.)

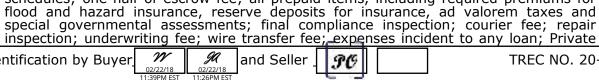
- E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate 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
- 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 \S_0 . Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service 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.

02/22/18

ignature verification: Case 8-17m7/ Isign ID: EBEA1600-E663-4319-AB6B-55020		1 1100 03/21/10		10 17.00.01	
Contract Concerning 115 Jellico				<u>Page 5</u> of 9	11-2-2
9.CLOSING:	(Ad	dress of Property)		90	
days after obje is later (Closin defaulting part	the sale will be on or ections made under Pa g Date). If either par y may exercise the rer	ragraph 6D have ty fails to close th	peen cured or wai le sale by the Clo		/er date
to Buyer and furnish tax (2) Buyer shall (3) Seller and affidavits, r closing of tl (4) There will b not be sati assumed by (5)If the Proper defined und deliver to th Property an	execute and deliver and showing no addition statements or certification pay the Sales Price in Buyer shall execute releases, loan docume he sale and the issuan be no liens, assessment sfied out of the sales of Buyer and assumed erty is subject to a rest der §92.102, Property he tenant a signed state and is responsible for	onal exceptions to ates showing no de good funds accep e and deliver ar ents and other do ce of the Title Poli- nts, or security int s proceeds unless loans will not be ir idential lease, Sel Code), if any, to atement acknowled the return of the	those permitted elinquent taxes on table to the escro y notices, state cuments reasona cy. erests against the securing the par default. er shall transfer s Buyer. In such an lging that the Buy	in Paragraph the Property w agent. ments, cert bly required Property why ment of an security depon n event, Buy yer has acqu	n 6 and /. ificates for the nich wil y loans yer shal ired the
exact dollar 10.POSSESSION:	amount of the securi	ty deposit.	, , ,	. ,	2
required cond according to lease required closing which relationship be ownership a	sion: Seller shall deliv ition, ordinary wear a temporary residen by the parties. Any p is not authorized by tween the parties. C nd possession bear the absence of a write	and tear exce tial lease form pr possession by Buy a written lease w onsult your ins cause insurance	pted: Øupon cl omulgated by TR er prior to closir vill establish a te urance agent p coverage ma	osing and EC or other Ing or by Sell nancy at suf rior to cha Iny be limi	funding writter er afte fferance nge o ted o
	arties to economic lo				
mineral lea (2) If the Prop Buyer cop within 7 da 11.SPECIAL PROV the sale. TREC details for which mandatory use.)	iffective Date, Seller r ases) or convey any in perty is subject to any ies of the lease(s) a ays after the Effective ISIONS: (Insert onl rules prohibit license a contract addendum,	terest in the Proper v lease to which S nd any move-in Date of the contra y factual statement holders from add lease or other for	erty without Buyer eller is a party, S condition form signet. Ints and business ling factual stater m has been prom	r's written co eller shall de gned by the details applie ments or b ulgated by T	eliver to tenan cable to busines REC fo
Seller to have the hor currently in the hom	ne and garage area comple e and garage.	etely cleaned out of all	trash and miscellane	ous items that a	are
A. The following (1) Expenses (a) Release release	ND OTHER EXPENSE expenses must be pair payable by Seller (Sell es of existing liens, of Seller's loan liabili If of escrow fee; and o	d at or prior to clo ler's Expenses): including prepay ity; tax statement	ment penalties a s or certificates; g	preparation o	of deed
(b) Seller s followin Texas Buyer's (2) Expenses	shall also pay an amoung order: Buyer's Expe Veterans Land Board of Expenses as allowed payable by Buyer (Bu n charges; credit rep	unt not to exceed s enses which Buyer or other governme by the lender. uyer's Expenses):	50 is prohibited fron ntal loan program Appraisal fees; lo	to be applie n paying by f ns, and then pan applicati	d in th HA, VA to othe on fees
notes fro payments endorsem	im date of disburser ; recording fees; cop ients required by lend; ; one-half of escrow	ment to one mo ies of easements der; loan-related	nth prior to dat and restrictions; inspection fees; ;	es of first loan title po photos; amo	monthl licy wit rtizatio

Initialed for identification by Buyer

W JA and Seller 02/22/18 11:39PM EST 02/22/18 11:26PM EST



Contract Concerning 115 Jellico Circle, Southlake, TX 76092

Autho

(Address of Property)

Page 6 of 9 11-2-2015

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.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
- **13. PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- 14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- **15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- **16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- **17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

and Seller

02/22/18 11:39PM EST

							D T 1 C	11 0 0 0
itract C	Concerning $\underline{11}$	5 Jellico Circle, Southlake, 7	(Address of P	rope	rty)		Page 7 of 9	11-2-201
	escrow a damage E. NOTICE	ES: Any party who wr agent within 7 days of s; (ii) the earnest mon S: Escrow agent's noti ce of objection to the	receipt of the ey; (iii) reasor ces will be effe	req nabl ectiv	juest wil e attorn ve when	be liable to they's fees; and (sent in complia	ie other party iv) all costs of ance with Party	y for (i) of suit. ragraph
19.	closing. I will be in	NTATIONS: All coven f any representation c default. Unless exprese Property and receive, r	of Seller in this ssly prohibited	s co I by	ntract is written	untrue on the agreement, Se	Closing Date	e, Seller
20.	law, or if a Buyer sha tax law au forms. In	TAX REQUIREMEN Seller fails to deliver a Il withhold from the sa to deliver the same to ternal Revenue Servio specified amounts is re	n affidavit to E ales proceeds the Internal l ce regulations	Buye an a Reve s ree	er that S amount enue Se quire fil	eller is not a "fe sufficient to con rvice together	oreign pérsor mply with ap with appropr	n," then plicable iate tax
21.		: All notices from one hand-delivered at, or						
	To Buyeı at:				o Selleı t:			
	Phone:	817-422-4319		F	Phone:			
	Fax:			F	ax:			
	Fax: E-mail:	vvera1776@yahoo.com, jar	dery@verizon.net		⁻ ax: E-mail:			
	E-mail: AGREEME cannot be	vvera1776@yahoo.com, jard INT OF PARTIES: The changed except by t re (Check all applicable	nis contract co heir written ag	E ntai	E-mail: ns the e			
_	E-mail: AGREEME cannot be contract a	NT OF PARTIES: The changed except by t	nis contract co heir written ag boxes):	E ntai gree	E-mail: ns the e ement. Environ Endang	Addenda which mental Assessm ered Species an	n are a part nent, Threate	of this
Ø	E-mail: AGREEME cannot be contract a Third Party Seller Fina	INT OF PARTIES: The changed except by the changed except except by the changed except ex	nis contract co heir written ag boxes):	E ntai gree	E-mail: ns the e ement. Environ Endang Addend	Addenda which mental Assessm ered Species an um	n are a part nent, Threate nd Wetlands	of this ened or
Ø	E-mail: AGREEME cannot be contract a Third Party Seller Fina	INT OF PARTIES: The changed except by the changed except except by the changed except ex	nis contract co heir written ag boxes):	E ntai gree	E-mail: ns the e ement. Environ Endang Addend Seller's	Addenda which mental Assessm ered Species an um Temporary Res	n are a part nent, Threate nd Wetlands	of this ened or
	E-mail: AGREEME cannot be contract a Third Party Seller Fina Addendum Mandatory Owners As	NT OF PARTIES: The changed except by the c	nis contract co heir written ag boxes): (co erty	E ntai gree	E-mail: ns the e ement. Endange Addend Seller's Short S Addend	Addenda which mental Assessmered Species an Im Temporary Res ale Addendum Im for Property	n are a part nent, Threate nd Wetlands idential Leas	of this ened or e ???
	E-mail: AGREEME cannot be contract a Third Party Seller Fina Addendum Mandatory Owners As Buyer's Te Loan Assu Addendum	NT OF PARTIES: The changed except by the c	nis contract co heir written ag boxes): loerty ease	E ntai gree	E-mail: ns the e ement. Environ Endang Addend Seller's Short S Addend of the G Addend Informa based P	Addenda which mental Assessm ared Species an Im Temporary Res ale Addendum Im for Property ulf Intracoastal Im for Seller's tion on Lead-ba aint Hazards as	n are a part nent, Threate id Wetlands idential Leas V Located Sea Waterway Disclosure of ased Paint an	of this ened or e (?C) award
	E-mail: AGREEME cannot be contract a Third Party Seller Fina Addendum Mandatory Owners As Buyer's Te Loan Assu Addendum Buyer	INT OF PARTIES: The changed except by the	nis contract co heir written ag boxes): lerty ease berty by Gas	E ntai gree	E-mail: ns the e ement. Environ Endange Addend Seller's Short S Addend of the G Addend Informa based P Federal Addend	Addenda which mental Assessme ared Species an m Temporary Res ale Addendum um for Property ulf Intracoastal um for Seller's l tion on Lead-ba aint Hazards as Law um for Property	n are a part nent, Threate nd Wetlands idential Leas V Located Sea Waterway Disclosure of ased Paint an Required by	of this ened or e group award nd Lead-
	E-mail: AGREEME cannot be contract a Third Party Seller Fina Addendum Mandatory Owners As Buyer's Te Loan Assu Addendum Buyer Addendum Buyer	INT OF PARTIES: The changed except by the	nis contract co heir written ag boxes): lerty ease berty by , Gas	E ntai gree	E-mail: ns the e ement. Environ Endange Addend Seller's Short S Addend of the G Addend Informa based P Federal Addend System	Addenda which mental Assessm ared Species an m Temporary Res ale Addendum um for Property ulf Intracoastal um for Seller's I tion on Lead-ba aint Hazards as Law	n are a part nent, Threate id Wetlands idential Leas V Located Sea Waterway Disclosure of ased Paint an Required by v in a Propane	of this ened or e FC award d Lead-

J 02/22/18 11:26PM EST

02/22/18 11:39PM EST

and Seller 90

Initialed for identification by Buyer

dotloop signature verification: Case 8-17m72595+reg7085 Doc 69-4 Filed 05/21/18 Entered 05/21/18 17:05:01 Authentisign ID: CBEATCOD-E003-4820-ABUB-#2020000060688

Cont	ract Concerning <u>115 Jellico Circle, Southlake, TX 76092</u> (Address o		Page 8 of 9	11-2-2015
23.	3. 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 licens from giving legal advice. READ THIS CONTRACT CAREFULLY.			state license	holders
	Buyer's Attorney is:	Seller's		
	Phone:	Phone:		
	Fax:	Fax:		
	E-mail:	E-mail:		
EXECUTED the <u>24</u> day of <u>February</u> , 20 <u>18</u> (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)			CTIVE DAT	^{E).} [றя]
	Victor Vera dottop verified D2722/18 11:39PM EST VCMU-JNLH-OEML-NACE	Patrick C'Leary		
	Buyer	Sellegana (1840 PM 281		
	Joan Ardery CSRM-N4YP-ZOCS-WMOV			
	Buyer	Seller		
	The form of this contract has been approved by use only by trained real estate license holders. No provision in any specific transactions. It is not i P.O. Box 12188, Austin, TX 78711-2188, (512) see replaces TREC NO. 20-12.	o representation is made as to the lega ntended for complex transactions. Tex	l validity or ade as Real Estate	quacy of any Commission,
TE	AS REAL ESTATE COMMISSION TEPTIOLES TREC NO. 20-12.			

Contract Concerning <u>115 Jellico Circle,</u>	Southlake, TX 76092	s of Property)	Page 9 of 9	11-2-2015
	(Address	(in the perty)		
		INFORMATION) only. Do not sign)		
Coldwell Banker Residential	0420132	Rocha and Associates	054882	1
Other Broker Firm	License No.	Listing Broker Firm	Li	icense No.
represents Buyer only as Bu Seller as Listing B	· -	represents Seller and Buyer		/
Garth Smith Associate's Name	0458965 License No.	Dawn Rocha Listing Associate's Name	0548821	icense No.
Debbie Dunn Licensed Supervisor of Associate	0394058 License No.	Dawn Rocha Licensed Supervisor of Listing Asso	0548821 ociate Li	cense No.
1116 Glade Rd Other Broker's Address	Fax	347 Park North Lane Listing Broker's Office Address		Fax
Colleyville, TX 76034		Keller, TX 76248		
	State Zip	City	State	Zip
garth.smith@cbdfw.com Associate's Email Address	870-833-7880 Phone	dmariehomes@gmail.com Listing Associate's Email Address	817-689-9180	Phone
		Selling Associate's Name	L	icense No.
		Licensed Supervisor of Selling Asso	ociate L	icense No.
		Selling Associate's Office Address		Fax
		City	State	Zip
		Selling Associate's Email Address		Phone
Listing Broker has agreed to pa fee is received. Escrow agent is	y Other Broker. <u>3%</u> authorized and directed	of the total sales price we do not to pay other Broker from Listin	when the Listing ng Broker's fee a	g Broker's t closing.
	OPTION	FEE RECEIPT		
Receipt of \$	(Option Fee) in the	form of	is acknowle	edged.
Seller or Listing Broker		Date		
	CONTRACT AND EA	RNEST MONEY RECEIPT		
Receipt of \Box Contract and \Box \$_is acknowledged.	Earnesi	t Money in the form of		
		Date:		
By:	Email /	Address		
		Phone:		
Address				
		Fax:		

State

Zip

City

Case 8-17-72595-reg Doc 69-4 Filed 05/21/18 Entered 05/21/18 17:05:01

Authentisign ID: EBFAA60C-EFE7-4572-ADEB-EACCD503648B

1	SHORT SALE ADDENDUM ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT	05-2011
	115 Jellico Circle Southlake	
	(Street Address and City)	
Α.	A. This contract involves a "short sale" of the Property. As used in this Addendum, "short sale that:	mear
	 (1) Seller's net proceeds at closing will be insufficient to pay the balance of Seller's mortga and 	ige loa
	(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 mortga and 	•
	(ii) provide Seller an executed release of lien against the Property in a recordable forma	
3.	 As used in this Addendum, "Seller's net proceeds" means the Sales Price less Seller's Expens Paragraph 12 of the contract and Seller's obligation to pay any brokerage fees. 	es und
C.	2. The contract to which this Addendum is attached is binding upon execution by the parties earnest money and the Option Fee must be paid as provided in the contract. The contract is contract money and the Option Fee must be paid as provided in the contract. The contract is contract and Agreement). Seller's requirements under Paragraph A(2) of this Addendum (Lie Consent and Agreement). Seller shall apply promptly for and make every reasonable effort Lienholder's Consent and Agreement, and shall furnish all information and documents require lienholder. Except as provided by this Addendum, neither party is required to perform u contract while it is contingent upon obtaining Lienholder's Consent and Agreement.	ontinge nholde to obta ed by tl
D.	D. If Seller does not notify Buyer that Seller has obtained Lienholder's Consent and Agreeme	nt on
	before, this contract terminates earnest money will be refunded to Buyer. Seller must notify Buyer immediately if Lienholder's and Agreement is obtained. For purposes of performance, the effective date of the contract ch the date Seller provides Buyer notice of the Lienholder's Consent and Agreement (Amended Date).	Conse anges
E.	This contract will terminate and the earnest money will be refunded to Buyer if the Lienholde or withdraws its Consent and Agreement prior to closing and funding. Seller shall promptly not of any lienholder's refusal to provide or withdrawal of a Lienholder's Consent and Agreement.	
=.	If Buyer has the unrestricted right to terminate this contract, the time for giving notice of ter begins on the effective date of the contract, continues after the Amended Effective Date and er the expiration of Buyer's unrestricted right to terminate the contract under Paragraph 23.	
G.	G. For the purposes of this Addendum, time is of the essence. Strict compliance with the the performance stated in this Addendum is required.	imes f
۲.	I. Seller authorizes any lienholder to furnish to Buyer or Buyer's representatives information re	elating
	the status of the request for a Lienholder's Consent and Agreement.	
•	lienholder.	to ea
	Patrick C'Leary	
Зu	Buyer Victor Vera Seller Patrick O'Leary	
Зu	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 contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representati is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Re 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 TRE No. 45-0.	on eal

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 COMM	ISSION (TREC) 11-2-2015
TREC AMENDMENT	
TO CONTRACT CONCERNING THE PROPER	TY AT EQUAL HOUSING OPPORTUNITY
115 Jellico Circle, Southlake, TX 76092	
(Street Address and City)	
Seller and Buyer amend the contract as follows: (check each applicable box)	
$\mathbf{Z}(1)$ The Sales Price in Paragraph 3 of the contract is:	
A. Cash portion of Sales Price payable by Buyer at closing	
B. Sum of financing described in the contract C. Sales Price (Sum of A and B)	
(2) In addition to any repairs and treatments otherwise required by the	
expense, shall complete the following repairs and treatments:	
 (3) The date in Paragraph 9 of the contract is changed to	e attached list, will be paid by Buyer. for an extension of the pefore 5:00 p.m. on ption Fee I will I will not the Option Fee was paid. obtain Buyer Approval as
Addendum for Short Sale has been added to the contract	
EXECUTED the 2day of day of, 20, 208	. (BROKER: FILL IN THE
Authentision Patrick O'Leary	
Lyer Seller 8:55:41 PM CST	
dottoop verified 03/01/18 11:05AM EST PLD8-ATHT-IHSI-LRLO	
uyer Seller	
This form has been approved by the Texas Real Estate Commission for use with contract forms. Such approval relates to this form only. TREC forms are intended icense holders . No representation is made as to the legal validity or adequate transactions. It is not intended for complex transactions. Texas Real Estate Commission 78711-2188, 512-936-3000 (http://www.trec.texas.gov) TREC No. 39-8. This form	ed for use only by trained real estate cy of any provision in any specific nission, P.O. Box 12188, Austin, TX

TREEC TREEC PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

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.

Vistor Vera	DR Authentision
Buyer	Seller 3/2/2018 10:22:03 PM CST
Joan Ardery dottoop verified 03/01/18 11:05AM EST YOLK-EZGB-GXOV-CXOF	
Buyer	Seller
TREC. promulgated forms of contracts. Such approval of trained real estate licensees. No representation is transactions. It is not intended for complex transactions.	y the Texas Real Estate Commission for use only with similarly approved or elates to this contract form only. TREC forms are intended for use only by s made as to the legal validity or adequacy of any provision in any specific actions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711 ov) 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	9 11-2-201
(Address of Property)	Î Î Î Î
	DR _
A. The closing of the sale will be on or before <u>Marcir 23, 2018</u> April 30, 2018 <u>1054M BT</u> days after objections made under Paragraph 6D have been cured or waived, which	ever date
is later (Closing Date). If either party fails to close the sale by the Closing Date,	
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 Paragra	
furnish tax statements or certificates showing no delinquent taxes on the Proper (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.	Ly.
(3) Seller and Buyer shall execute and deliver any notices, statements, cel	rtificates.
affidavits, releases, loan documents and other documents reasonably require	d 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 will not be satisfied out of the sales proceeds unless securing the payment of a	
assumed by Buyer and assumed loans will not be in default.	iny loans
(5) If the Property is subject to a residential lease, Seller shall transfer security dep	osits (as
defined under §92.102, Property Code), if any, to Buyer. In such an event, Bu	
deliver to the tenant a signed statement acknowledging that the Buyer has acquired	uired the
Property and is responsible for the return of the security deposit, and specif	fying 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 pr	
required condition, ordinary wear and tear excepted: Qupon closing and	
Contract of the parties of the providential lease form promulgated by TREC or other lease required by the parties. Any possession by Buyer prior to closing or by Selected to the parties of the parties	llor ofter
closing which is not authorized by a written lease will establish a tenancy at su	ifferance
relationship between the parties. Consult your insurance agent prior to cha	
ownership and possession because insurance coverage may be lim	
terminated. The absence of a written lease or appropriate insurance covera	
expose the parties to economic loss.	
B. Leases:	
(1)After the Effective Date, Seller may not execute any lease (including but not li	
mineral leases) or convey any interest in the Property without Buyer's written or	
(2) If the Property is subject to any lease to which Seller is a party, Seller shall d Buyer copies of the lease(s) and any move-in condition form signed by the	
within 7 days after the Effective Date of the contract.	s tenant
11.SPECIAL PROVISIONS: (Insert only factual statements and business details appli	cable to
the sale. TREC rules prohibit license holders from adding factual statements or l	business
details for which a contract addendum, lease or other form has been promulgated by T	REC for
mandatory use.)	
Seller to have the home and garage area completely cleaned out of all trash and miscellaneous items that currently in the home and garage.	are
currently in the nome and garage.	
2. 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	q fees;
release of Seller's loan liability; tax statements or certificates; preparation of	of deed;
one-half of escrow fee; and other expenses payable by Seller under this cont	
(b) Seller shall also pay an amount not to exceed \$0 to be applied following order: Buyer's Expenses which Buyer is prohibited from paying by F	
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	on 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 in payments; recording fees; copies of easements and restrictions; loan title policity of the payments and restrictions in the payments are payments and restrictions in the payments are payments and restrictions in the payment of the payments are payments ar	icy with
endorsements required by lender; loan-related inspection fees; photos; amor	tization
schedules; one-half of escrow fee; all prepaid items, including required premi	ums for
flood and hazard insurance, reserve deposits for insurance, ad valorem tax	kes and
special governmental assessments; final compliance inspection; courier fee;	, repair
inspection; underwriting fee; wire transfer fee; expenses incident to any loan;	Private
ed for identification by Buyer 🤐 🤐 and Seller 90 TREC	NO. 20-1

Case 8-17-72595-reg Authentisign ID: EBEA1000-E869-4540-ABBB-2502006886668B Doc 69-5 Filed 05/21/18 Entered 05/21/18 17:05:01

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								
Credit report ordered: 🛛 Yes 🗆	No		Occupancy ty	pe: Primary Residence				
Prequalified mortgage type Interest rate		Points	Mortgage payment	Payment with taxes and insurance ¹	Second mortgage payment			
Conventional/30 Year Fixed	4.500%	(.125)%	\$1,965.94	\$3,132.61	\$0.00			

¹Includes 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)



PPQ C8063R 3/15 (replaces CL8063 and C8063)

2018022216.1.4.4217-J20170816Y



Page 1 of 1

dotloop signature verification: Case 8-17-72595-reg8254 Doc 69-5 Filed 05/21/18 Entered 05/21/18 17:05:01 Authentisign ID: EBE&/000-E669-4842-&868-2202006846688B



©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

Dawn Rocha

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	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	1			Liquid Propane Gas:		1		Pump: sump grinder		1	
Carbon Monoxide Det.		1		-LP Community (Captive)		V		Rain Gutters	1		
Ceiling Fans	\checkmark			-LP on Property		V		Range/Stove	V		
Cooktop	1			Hot Tub		V		Roof/Attic Vents	V		
Dishwasher		1		Intercom System	1			Sauna		V	
Disposal		~	6	Microwave	~			Smoke Detector	1		
Emergency Escape Ladder(s)		~		Outdoor Grill		~		Smoke Detector - Hearing Impaired			
Exhaust Fans	V			Patio/Decking	1			Spa	V		
Fences	1			Plumbing System	1			Trash Compactor		1	
Fire Detection Equip.	V			Pool	1			TV Antenna		V	
French Drain		1	1	Pool Equipment	V			Washer/Dryer Hookup	1		
Gas Fixtures	V			Pool Maint. Accessories	V			Window Screens		V	
Natural Gas Lines	V			Pool Heater		1		Public Sewer System	1		

Item	Y	N	U	Additional Information
Central A/C		~		√electric √gas number of units: 2
Evaporative Coolers		1		number of units:
Wall/Window AC Units		\checkmark		number of units:
Attic Fan(s)	1			if yes, describe: Turbine and Electric
Central Heat		~		electric 🗸 gas number of units: 2
Other Heat		1		if yes, describe:
Oven	1			number of ovens: 2 Velectric gas other:
Fireplace & Chimney	1			wood Jgas logs mock other:
Carport		1		attached not attached
Garage	1			✓attached not attached
Garage Door Openers	1			number of units: 2 number of remotes: 0
Satellite Dish & Controls		1		owned lease from:
Security System	~			Vowned lease from:
Water Heater	1			electric Vgas other: number of units: 2
Water Softener		1		owned lease from:
Underground Lawn Sprinkler		1		automatic manual areas covered:
Septic / On-Site Sewer Facility		1		if an ation About On-Site Sewer Facility (TAR-1407)
(TAR-1406) 09-01-17 Ir Rocha & Associates Realtors, 347 Park North Lanc Keller	nitialed I	by: E	Buy	W ya man myst

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

dotloop signature verification: Case 8-17-72595-1698254 D0C 69-5 Filed 05/21/18 Entered 05/21/18 17:05:01 Authentisign ID: EBE&A600-E669-46342-&B68-25202006846688B

	115 Jellico Circle
Concerning the Property at	Southlake, TX 76092-6804
Water supply provided by: <a>city <a>well MUD	co-op unknown other:
Was the Property built before 1978? yes Ino	unknown
(If yes, complete, sign, and attach TAR-1906 c	
Roof Type: Class 4 - 40 year	Age: 9 years (approximate)
Is there an overlay roof covering on the Prope covering)?yesno	Age: 9 years (approximate) ty (shingles or roof covering placed over existing shingles or roo
Are you (Seller) aware of any of the items listed in are need of repair? yes no If yes, describe (a Electric exhaust fans in attic need to be how	

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		~
Ceilings		~
Doors		~
Driveways		1
Electrical Systems		1
Exterior Walls		1

Item	Y	N
Floors		~
Foundation / Slab(s)		~
Interior Walls		~
Lighting Fixtures		~
Plumbing Systems		~
Roof		~

Item	Y	N
Sidewalks		~
Walls / Fences	~	
Windows		1
Other Structural Components		~
	-	

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	Condition	Y	N
Aluminum Wiring		~	Previous Foundation Repairs		~
Asbestos Components		~	Previous Roof Repairs	~	1
Diseased Trees: oak wilt		~	Previous Other Structural Repairs		~
Endangered Species/Habitat on Property		1	Radon Gas		~
Fault Lines		~	Settling		~
Hazardous or Toxic Waste		~	Soil Movement		~
Improper Drainage	~	'	Subsurface Structure or Pits		1
Intermittent or Weather Springs		~	Underground Storage Tanks		~
Landfill		~	Unplatted Easements		~
Lead-Based Paint or Lead-Based Pt. Hazards	_	~	Unrecorded Easements		1
Encroachments onto the Property		1	Urea-formaldehyde Insulation		1
Improvements encroaching on others' property		~	Water Penetration	~	'
Located in 100-year Floodplain		~	Wetlands on Property		~
Located in Floodway		~	Wood Rot	~	
Present Flood Ins. Coverage (If yes, attach TAR-1414)		~	Active infestation of termites or other wood destroying insects (WDI)		~
Previous Flooding into the Structures		~	Previous treatment for termites or WDI	~	'
Previous Flooding onto the Property		~	Previous termite or WDI damage repaired	~	*
Located in Historic District		~	Previous Fires		~
Historic Property Designation		1	Termite or WDI damage needing repair	~	*
Previous Use of Premises for Manufacture of Methamphetamine		20	Single Blockable Main Drain in Pool/Hot	~	
(TAR-1406) 09-01-17 Initialed by: Buyer:	02/22		02/22/18 and Seller: PMOL	Page 2	of 5

11:39PM EST 11:43PM EST Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

115 Jellico Circle

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.												
which has	not been	previously	disclosed	in this	notice?	vyes .	no	If yes,	explain	(attach	additional	sheets if
necessary):												

Master Bathroom shower needs to be replaced.

Concerning the Property at

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): _



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

Section 6. Seller has $\sqrt{}$ 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 \checkmark no If yes, attach copies and complete the following:

Inspection Date	Туре	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? \sqrt{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

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

*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.

MITU	Feb 11th 2	018		
Signature of Seller		Date	Signature of Seller	Date
Printed Name:	Patrick Michael O'Leary		Printed Name:	
(TAR-1406) 09-01-17	Initialed by: Buyer		02/22/18 Ind Seller: PMOL ,	Page 4 of 5
	Produced with zipForm® by zipLogix 18070 Fift	teen Mile Ro	ad, Fraser, Michigan 48026 www.zipLogix.com	115 Jellico Circle

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 . 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:	Tri-C	ounty Electric Cooperative	phone #:	817 - 444 - 3201
Sewer:	City Of Southlake		phone #:	817 - 748 - 8400
Water:	City Of Southlake		phone #:	817 - 748 - 8400
Cable:	Frontier FIOS		phone #:	800 - 970 - 5235
Trash:	City Of Southlake		phone #:	817 - 748 - 8400
Natural Gas	S: Atmo	os Energy	phone #:	888 - 286 - 6700
Phone Com	npany:	Frontier FIOS	phone #:	800 - 970 - 5235
Propane:		None	phone #:	N/A

(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-S1IE-WJCQ		Joan Ardery	dotloop verified 02/22/18 11:43PM EST HYKS-XTVY-OQFP-TI67	
Signature of Buyer	Da	ate	Signature of Buyer		Date
Printed Name:			Printed Name:		
			a mur		
(TAR-1406) 09-01-17	Initialed by: Buyer		2/22/18 11:43PM EST and Seller: PMOL ,	Pa	ge 5 of 5
	Produced with zipForm® by zipLogix 18070 Fifteen M	Mile Ra	ad, Fraser, Michigan 48026 www.zipLogix.com	115 Jellico Circle	



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. <u>Conventional Financing</u>:
 - □ (a) A first mortgage loan in the principal amount of \$ $\frac{480000.00}{480000.00}$ (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed $\frac{5.0}{30}$ % 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. <u>Texas Veterans Loan</u>: 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. <u>FHA Insured Financing</u>: 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. <u>VA Guaranteed Financing</u>: 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.
- □ 6.<u>Reverse Mortgage Financing</u>: 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.

and Seller 9

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.

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.
 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 subject to more than on the property approval is not be appraised in the property of the property 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 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

- 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:

- 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.
 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	dotloop verified 02/22/18 11:39PM EST 9RUA-TLFV-WYAI-TH88	Patrick O'Leary
Buyer		Seller 2723/2018 7:17:10 PM CST
	dotloop verified	
<i>Joan Ardery</i> Buyer	02/22/18 11:44PM EST ZWCD-FBS3-ZJO5-0BST	
Buyer		Seller
TREC TEAS REAL ESTATE COMMISSION	contract forms. Such approval relates to this for license holders. No representation is made as transactions. It is not intended for complex trans	Estate Commission for use with similarly approved or promulgated m only. TREC forms are intended for use only by trained real estate to the legal validity or adequacy of any provision in any specific iactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX xas.gov) TREC No. 40-7. This form replaces TREC No. 40-6.
		TREC NO. 4

^{1.} Buyer Approval:

dotloop signature verification: Case 8:17m72595;reg7085 Doc 69-5 Filed 05/21/18 Entered 05/21/18 17:05:01 Authentisign ID: EBEA:000-EBE9:4829-4BE9:59020086668B

	11-2-2015
PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)	
TREEC NOTICE: Not For Use For Condominium Transactions	EQUAL HOUSING OPPORTUNITY
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 Prop	erty defined
below.	
2. PROPERTY: The land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements and accessories are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements are collectively referred to as the "Property of the land, improvements	roperty .
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 attac	
above-described real property, including without limitation, the following permanentl and built-in items, if any: all equipment and appliances, valances, screens, shutter	
wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antenr	
and brackets for televisions and speakers, heating and air-conditioning units, secur	rity and fire
detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softe	
kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscapi cooking equipment, and all other property owned by Seller and attached to the above	
real property.	e described
C. ACCESSORIES: The following described related accessories, if any: window air condition	ioning units,
stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods	
mailbox keys, above ground pool, swimming pool equipment and maintenance artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and	
improvements and accessories.	
D. EXCLUSIONS: The following improvements and accessories will be retained by Selle	er and must
be removed prior to delivery of possession:	
3. SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing	
B. Sum of all financing described in the attached:	
□ Loan Assumption Addendum, □ Seller Financing Addendum	
C. Sales Price (Sum of A and B)	
4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is	
transaction or acting on behalf of a spouse, parent, child, business entity in which the lic owns more than 10%, or a trust for which the license holder acts as a trustee or of which	
holder or the license holder's spouse, parent or child is a beneficiary, to notify the oth	
writing before entering into a contract of sale. Disclose if applicable:	, ,
	all deposit
	crow agent, all deposit
additional earnest money of \$ with escrow agent within days after t	he effective
date of this contract. If Buyer fails to deposit the earnest money as required by this con- will be in default.	tract, Buyer
6.TITLE POLICY AND SURVEY:	
A. TITLE POLICY: Seller shall furnish to Buyer at 🗖 Seller's 🗹 Buyer's expense an owner p	
insurance (Title Policy) issued by <u>Alamo Title</u> , 817-993-1500 (Title Comparament of the Sales Price, dated at or after closing, insuring Buyer against loss	
provisions of the Title Policy, subject to the promulgated exclusions (including existing l	
zoning ordinances) and the following exceptions:	-
 (1) Restrictive covenants common to the platted subdivision in which the Property is local (2) The standard printed exception for standby fees, taxes and assessments. 	ated.
(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 t	he Property
is located.	
Initialed for identification by Buyer and Seller JO	EC NO. 20-13
/ / <u>102/22/18</u> ↓ 1 :39PM EST	

tisign ID: CBEA/000-E809-4540-AB80-E940200846688
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)Withindays 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

Initialed for identification by Buyer.

and Seller **90**

ontract Concerning 115 Jellico Circle, Southlake, TX 76092	Page 3 of 9 11-2-20
(Address of Property)	
change. Your failure to pay the assessments could	result in enforcement of th
association's lien on and the foreclosure of the Prop	erty.
Section 207.003, Property Code, entitles an owner to rec governs the establishment, maintenance, or operation of	eive copies of any document the
limited to, restrictions, bylaws, rules and regulations,	and a resale certificate from
property owners' association. A resale certificate contain	ns information including, but no
limited to, statements specifying the amount and freque	ency of regular assessments an
the style and cause number of lawsuits to which the p party, other than lawsuits relating to unpaid ad valorem	
the association. These documents must be made available	
association or the association's agent on your request.	
If Buyer is concerned about these matters, the TRE	
Property Subject to Mandatory Membership in a Property Subject to Ma	operty Owners Association(s
should be used.	
(3) STATUTORY TAX DISTRICTS: If the Property is situated created district providing water, sewer, drainage, or floo	a in a utility or other statutoril
Chapter 49, Texas Water Code, requires Seller to deliver	and Buver to sign the statutor
notice relating to the tax rate, bonded indebtedness, or s	tandby fee of the district prior t
final execution of this contract.	
(4) TIDE WATERS: If the Property abuts the tidally influence Texas Natural Resources Code, requires a notice regard	ed waters of the state, §33.135
included in the contract. An addendum containing the	notice promulgated by TREC of
required by the parties must be used.	
(5) ANNEXATION: If the Property is located outside the limits	
Buyer under §5.011, Texas Property Code, that the Property in the outraterritorial inviction of a municipality and	
in the extraterritorial jurisdiction of a municipality and annexation by the municipality. Each municipality ma	aintains a man that denicts it
boundaries and extraterritorial jurisdiction. To determine	if the Property is located within
municipality's extraterritorial jurisdiction or is likely to b	e located within a municipality
extraterritorial jurisdiction, contact all municipalities loca	ated in the general proximity o
the Property for further information. (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE /	ADEA OF A LITILITY SEDVICE
PROVIDER: Notice required by §13.257, Water Code:	
Paragraph 2, that you are about to purchase may be lo	
sewer service area, which is authorized by law to provid	
properties in the certificated area. If your property is loc	ated in a certificated area there
may be special costs or charges that you will be require	
water or sewer service. There may be a period requi	red to construct lines or other
facilities necessary to provide water or sewer service to y	
determine if the property is in a certificated area and co to determine the cost that you will be required to pay	
required to provide water or sewer service to your pr	
hereby acknowledges receipt of the foregoing notice a	
binding contract for the purchase of the real property	
closing of purchase of the real property.	2 .
(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in	
§5.014, Property Code, requires Seller to notify Buyer as parcel of real property you are obligated to pay an a	
county for an improvement project undertaken by a pu	blic improvement district under
Chapter 372, Local Government Code. The assessme	nt may be due annually or in
periodic installments. More information concerning the an	
due dates of that assessment may be obtained from the	
the assessment. The amount of the assessments is subje the assessments could result in a lien on and the foreclose	
(8) TRANSFER FEES: If the Property is subject to a private	
Property Code, requires Seller to notify Buyer as follo	ows: The private transfer fee
obligation may be governed by Chapter 5, Subchapter G c	of the Texas Property Code.
(9) PROPANE GAS SYSTEM SERVICE AREA: If the Proper system service area owned by a distribution system r	
written notice as required by \$141.010, Texas Utilities (Code An addendum containing

(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

Initialed for identification by Buyer

and Seller JA **TO** 02/22/18 11:26PM EST

W

02/22/18 11:39PM EST

dotloop signature verification: Case 8-17-72595-1007085 D00 69-5 Filed 05/21/18 Entered 05/21/18 17:05:01 Authentisign ID: EBEA/000-E809-4542-6888-29202008845688

Contract Concerning 115 Jellico Circle, Southlake, TX 76092

(Address of Property)

11-2-2015 Page 4 of 9

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)
- \blacksquare (1) Buyer accepts the Property As Is. \Box (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.

02/22/18

ntract Concerning 115 Jellico Circle,	Southlake TX 76092	Page 5 of 9 11-2-2
itract concerning <u>115 jenico en cic</u> ,	(Address of Property)	Page 5 01 9 11-2-2
9.CLOSING:	(, (22, 222, 3, 1, 222, 3))	FO
A The closing of the sa	le will be on or before <u>March 23, 2018</u> Ar	pril 30, 2018 , or within 2
	made under Paragraph 6D have been cu	
	e). If either party fails to close the sale	
	exercise the remedies contained in Para	
B. At closing:	exercise the remedies contained in rardy	graph 15.
	te and deliver a general warranty deed	conveying title to the Property
to Buyer and sho	owing no additional exceptions to those	permitted in Paragraph 6 and
furnish tax staten	nents or certificates showing no delingue	nt taxes on the Property.
(2) Buyer shall pay th	ne Sales Price in good funds acceptable to	o the escrow agent.
(3) Seller and Buye	r shall execute and deliver any not	ices, statements, certificates
affidavits, release	es, loan documents and other documen	its reasonably required for the
closing of the sale	and the issuance of the Title Policy.	a sector static a Duran sutor such tals with
(4) There will be not	liens, assessments, or security interests	against the Property which will
	out of the sales proceeds unless secur	
	r and assumed loans will not be in defau subject to a residential lease, Seller sha	
defined under 89	2.102, Property Code), if any, to Buyer.	In such an event Buyer shall
deliver to the ten	ant a signed statement acknowledging the	bat the Ruyer bac acquired the
	responsible for the return of the securi	
	int of the security deposit.	ity deposit, and specifying the
10.POSSESSION:	int of the security deposit.	
	Seller shall deliver to Buyer possession o	of the Property in its present of
	ordinary wear and tear excepted:	
	nporary residential lease form promulga	
	e parties. Any possession by Buyer prio	
	authorized by a written lease will esta	
	the parties. Consult your insurance	
	ossession because insurance cov	
	sence of a written lease or appropria	
expose the parties		
B. Leases:		
	e Date, Seller may not execute any leas	se (including but not limited to
	or convey any interest in the Property wit	
	s subject to any lease to which Seller is	
	the lease(s) and any move-in condition	
	er the Effective Date of the contract.	on form signed by the tend
11.SPECIAL PROVISION	IS: (Insert only factual statements and	d business details applicable t
	prohibit license holders from adding fac	
details for which a cont	ract 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 ar	nd miscellaneous items that are
	irage.	
currently in the home and g		
currently in the home and g		
currently in the home and g		
currently in the home and g		
currently in the home and g		
currently in the home and ga		
currently in the home and ga 12. SETTLEMENT AND O A. The following expen	ses must be paid at or prior to closing:	
currently in the home and ga 12. SETTLEMENT AND O A. The following expen (1) Expenses payabl	ses must be paid at or prior to closing: e by Seller (Seller's Expenses):	
currently in the home and ga 12. SETTLEMENT AND O A. The following expen (1) Expenses payabl (a) Releases of	ses must be paid at or prior to closing: e by Seller (Seller's Expenses): existing liens, including prepayment	penalties and recording fees
currently in the home and ga 12. SETTLEMENT AND O A. The following expen (1) Expenses payabl (a) Releases of release of Se	ses must be paid at or prior to closing: le by Seller (Seller's Expenses): existing liens, including prepayment eller's loan liability; tax statements or ce	ertificates; preparation of deed
currently in the home and ga 12. SETTLEMENT AND O A. The following expen (1) Expenses payabl (a) Releases of release of Se one-half of e	ses must be paid at or prior to closing: le by Seller (Seller's Expenses): existing liens, including prepayment eller's loan liability; tax statements or ce scrow fee; and other expenses payable b	ertificates; preparation of deed by Seller under this contract.
currently in the home and ga 12. SETTLEMENT AND O A. The following expen (1) Expenses payabl (a) Releases of release of Se one-half of e (b) Seller shall a	ses must be paid at or prior to closing: le by Seller (Seller's Expenses): existing liens, including prepayment eller's loan liability; tax statements or ce scrow fee; and other expenses payable b lso pay an amount not to exceed \$0	ertificates; preparation of deed by Seller under this contract. to be applied in th
currently in the home and ga 12. SETTLEMENT AND O A. The following expen (1) Expenses payabl (a) Releases of release of Se one-half of e (b) Seller shall a following ord	ses must be paid at or prior to closing: e by Seller (Seller's Expenses): existing liens, including prepayment eller's loan liability; tax statements or ce scrow fee; and other expenses payable b lso pay an amount not to exceed \$0 er: Buyer's Expenses which Buyer is prof	ertificates; preparation of deed by Seller under this contract. to be applied in th hibited from paying by FHA, VA
currently in the home and ga 12. SETTLEMENT AND O A. The following expen (1) Expenses payabl (a) Releases of release of Se one-half of e (b) Seller shall a following ord Texas Vetera	ses must be paid at or prior to closing: le by Seller (Seller's Expenses): existing liens, including prepayment eller's loan liability; tax statements or ce scrow fee; and other expenses payable b lso pay an amount not to exceed \$0 er: Buyer's Expenses which Buyer is prof ons Land Board or other governmental loo	ertificates; preparation of deed by Seller under this contract. to be applied in th hibited from paying by FHA, V
currently in the home and ga 12. SETTLEMENT AND O A. The following expen (1) Expenses payabl (a) Releases of release of Se one-half of e (b) Seller shall a following ord Texas Vetera Buyer's Expe	ses must be paid at or prior to closing: le by Seller (Seller's Expenses): existing liens, including prepayment eller's loan liability; tax statements or ce scrow fee; and other expenses payable b lso pay an amount not to exceed \$0 er: Buyer's Expenses which Buyer is prof ins Land Board or other governmental loan nses as allowed by the lender.	ertificates; preparation of deed by Seller under this contract. to be applied in th hibited from paying by FHA, VA an programs, and then to othe
currently in the home and ga 12. SETTLEMENT AND O A. The following expen (1) Expenses payabl (a) Releases of release of Se one-half of e (b) Seller shall a following ord Texas Vetera Buyer's Expe (2) Expenses payab	ses must be paid at or prior to closing: le by Seller (Seller's Expenses): existing liens, including prepayment eller's loan liability; tax statements or ce scrow fee; and other expenses payable b lso pay an amount not to exceed \$0 er: Buyer's Expenses which Buyer is prof ins Land Board or other governmental loo nses as allowed by the lender. ole by Buyer (Buyer's Expenses): Apprai	ertificates; preparation of deed by Seller under this contract. to be applied in th hibited from paying by FHA, VA an programs, and then to othe isal fees; loan application fees
currently in the home and ga 12. SETTLEMENT AND O A. The following expen (1) Expenses payabl (a) Releases of Se one-half of e (b) Seller shall a following ord Texas Vetera Buyer's Expe (2) Expenses payab origination cha notes from da	ses must be paid at or prior to closing: le by Seller (Seller's Expenses): existing liens, including prepayment eller's loan liability; tax statements or ce scrow fee; and other expenses payable b lso pay an amount not to exceed \$0 er: Buyer's Expenses which Buyer is prof ins Land Board or other governmental loan nses as allowed by the lender.	ertificates; preparation of deed by Seller under this contract. to be applied in th hibited from paying by FHA, V/ an programs, and then to othe isal fees; loan application fees an documents; interest on th rior to dates of first month

ГO

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 W JA Initialed for identification by Buyer and Seller 02/22/18 11:39PM EST 02/22/18 11:26PM EST

TREC NO. 20-13

Contract Concerning 115 Jellico Circle, Southlake, TX 76092

Autho

(Address of Property)

Page 6 of 9 11-2-2015

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.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
- **13. PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- 14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- **15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- **16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- **17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

02/22/18 11:39PM EST and Seller]| **SC**

		8r17rr72595rfeg7085D00v69-5 - ABUB-550200666668 B	5 Filed 05	5/21/18 I	Entered 05/21/18 17:05:01	-
Contract	Concerning 11	15 Jellico Circle, Southlake, TX 760 (A	92 ddress of Prop	erty)	Page 7 of 9	11-2-2015
	escrow damage E. NOTICE	ES: Any party who wrongfu agent within 7 days of rece s; (ii) the earnest money; (S: Escrow agent's notices w ice of objection to the den	ipt of the re iii) reasonal vill be effect	equest will ble attorne tive when	be liable to the other part ey's fees; and (iv) all costs sent in compliance with Pa	y for (i) of suit. ragraph
19	closing. I will be in	ENTATIONS: All covenants, If any representation of Sel default. Unless expressly p Property and receive, negot	ler in this c prohibited b	ontract is y written a	untrue on the Closing Date agreement, Seller may con	e, Seller
20	law, or if Buyer sha tax law a forms. In	TAX REQUIREMENTS: I Seller fails to deliver an affi all withhold from the sales p nd deliver the same to the iternal Revenue Service re specified amounts is received	davit to Buy proceeds an Internal Re egulations r	yer that Se amount s venue Ser equire fili	eller is not a "foreign perso sufficient to comply with ap vice together with appropr	n," then oplicable iate tax
21		: All notices from one party, , hand-delivered at, or trans				
	To Buye at:	r 		To Seller at:		
	Phone:	817-422-4319		Phone:		
	Fax:			Fax:		
	E-mail:	vvera1776@yahoo.com, jardery@v	verizon.net	E-mail:		
22.	cannot be	ENT OF PARTIES: This control of the second strain of the second strain of the second strains trains of the second strains trains trains trains trains trai	written agre	ains the er eement.	ntire agreement of the part Addenda which are a part	ies and of this
		Financing Addendum		Environr Endange Addendu	nental Assessment, Threate red Species and Wetlands	ened or
		ancing Addendum n for Property Subject to y Membership in a Property ssociation		Seller's	Temporary Residential Leas Ile Addendum	e I I I I I
	Buyer's Te	emporary Residential Lease		Addendu of the G	ım for Property Located Sea ulf Intracoastal Waterway	award
	Addendun Buyer	Imption Addendum n for Sale of Other Property		Informat	im for Seller's Disclosure of tion on Lead-based Paint ar aint Hazards as Required by Law	nd Lead-
	Addendun and Other	n for Reservation of Oil, Gas Minerals		Addendu	Im for Property in a Propan Service Area	e Gas
	Addendun	n for "Back-Up" Contract			st):	
	Addendun	n for Coastal Area Property	_		·	

 M
 M

 02/22/18
 02/22/18

 11:39PM EST
 11:26PM EST

and Seller $f \mathcal{G} \mathcal{C}$

Initialed for identification by Buyer

L

dotloop signature verification: Case 8-17-72595-rreg7085 Doc 69-5 Filed 05/21/18 Entered 05/21/18 17:05:01 Authentisign ID: CBEA1000-E503-4330-ABCB-780200696668B

Cont	ract Concerning <u>115 Jellico Circle, Southlake, TX 76092</u> (Address o	f Property)	Page 8 of 9	11-2-2015
23.	TERMINATION OPTION: For nominal cor acknowledged by Seller, and Buyer's agreement within 3 days after the effective date of this cont terminate this contract by giving notice of term effective date of this contract (Option Period). 5:00 p.m. (local time where the Property is loca stated as the Option Fee or if Buyer fails to prescribed, this paragraph will not be a part unrestricted right to terminate this contract. If E prescribed, the Option Fee will not be refunded; Buyer. The Option Fee vill owill not be credit essence for this paragraph and strict con required.	nsideration, the receipt of to pay Seller \$ 200.00 cract, Seller grants Buyer the of ination to Seller within 7 Notices under this paragraph ted) by the date specified. If pay the Option Fee to Sell of this contract and Buyer Buyer gives notice of terminat however, any earnest money ed to the Sales Price at closin npliance with the time fo	which is (Option days and must be g no dollar and er within the shall not hat cion within the will be refund og. Time is r performa	hereby on Fee) right to fter the iven by nount is ne time ave the ne time nded to of the ance is
24.	CONSULT AN ATTORNEY BEFORE SIGNING from giving legal advice. READ THIS CONTRACT	TREC rules prohibit real es CAREFULLY	state license	holders
	Buyer's Attorney is:	Seller's		
	Phone:	Phone:		
	Fax:	Fax:		
	E-mail:			
	EXECUTED the <u>24</u> day of <u>February</u> (BROKER: FILL IN THE DATE OF FINAL AC	, 20 <u>18</u> (EFFE CCEPTANCE.)	CTIVE DATI	E).[DR
	Victor Vera dotloop verified 02/22/18 11:39PM EST VCMU-JNLH-DEML-NACE	Authentision Patrick O'Leary		
	Buyer	Selles/2018 7:18:49 PM CST		
	Joan Ardery CSRM-N4YP-ZOCS-WMOV			
	Joan Ardery CSRM-N4YP-ZOCS-WMOV	Seller		
	The form of this contract has been approved by use only by trained real estate license holders. No provision in any specific transactions. It is not i P.O. Box 12188, Austin, TX 78711-2188, (512) S replaces TREC NO. 20-12.	o representation is made as to the lega ntended for complex transactions. Tex	l validity or ade as Real Estate	quacy of any Commission,

		ress of Property)	
	-	R INFORMATION e(s) only. Do not sign)	
Coldwell Banker Residential	0420132	Rocha and Associates	0548821
Other Broker Firm	License N		License No
represents Buyer only as Buy Seller as Listing B		· · · · · · · · · · · · · · · · · · ·	Buyer as an intermediary as Seller's agent
Garth Smith	0458965	Dawn Rocha	0548821
Associate's Name	License N		License No
Debbie Dunn	0394058	Dawn Rocha	0548821
Licensed Supervisor of Associate	License N		
116 Glade Rd Dther Broker's Address		347 Park North Lane Listing Broker's Office Addres	ss Fax
		5	
colleyville, TX 76034	Chata 7	Keller, TX 76248	Chaka 7
City	State Z	p City	State Zi
arth.smith@cbdfw.com	870-833-7880	dmariehomes@gmail.com	817-689-9180
ssociate's Email Address	Phon	e Listing Associate's Email Add	ress Phone
		Selling Associate's Name	License No
		Licensed Supervisor of Sellin	g Associate License No
		Selling Associate's Office Add	dress Fax
		City	State Zij
		Selling Associate's Email Add	Iress Phon
Listing Broker has agreed to pa fee is received. Escrow agent is	y Other Broker <u>39</u> authorized and di	<u>of</u> the total sales p rected to pay other Broker from	rice when the Listing Broker Listing Broker's fee at closing
	OPTI	ON FEE RECEIPT	
Receipt of \$	(Option Fee) in	the form of	is acknowledged.
Seller or Listing Broker		Date	
	CONTRACT AND	EARNEST MONEY RECEIPT	
Receipt of \Box Contract and \Box \$_is acknowledged.	Ear	nest Money in the form of	
Escrow Agent: Alamo Title, Lynn	Sherin	Date:	

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

dodoop signature verification: www.dodoop.com/ng/verification/DL-31/085685-8-TH25 Authentisign ID: CEE31DCD-F809-484D-8838-2E02D0104568

and a strength	9	e, Southlake, TX 76092 (Addre	Page Page	9 of 9 11-2-2
		testis - and the second		
		BROKER	INFORMATION	
			s) only. Do not sign)	
Coldwell Ban Other Broker	ker Residential	0420132	Rocha and Associates	0548821
Other Broker	Pirm	License No.	Listing Broker Firm	License M
represents	Buyer only as Bu	mente accest	D	
represents			represents Seller and Buyer as an inte	
	Seller as Listing I	Broker's subagent	Seller only as Seller's ager	nt
Garth Smith		0458965	Dawn Rocha 05488	
Associate's Na	me	License No.	Listing Associate's Name 05488	License N
abbie D				License w
Debbie Dunn	ervisor of Associate	0394058	Dawn Rocha 05488	21
avenseu supe	a visor or Associate	License No.	Licensed Supervisor of Listing Associate	License N
116 Glade Ro	1	-	347 Park North Lane	
Other Broker's	5 Address	Fax	Listing Broker's Office Address	Fa
colleyville, TX	76034			
lity	CONTRACTOR OF A DECISION OF A DECISIONO OF A	State Zip	Keller, TX 76248 City Sta	
			City Sta	te Zi
arth.smith@	cbdfw.com	870-833-7880	dmariehomes@gmail.com 817-68	9-9180
ssociate's Em	all Address	Phone	Listing Associate's Email Address	Phone
			Selling Associate's Name	License Nr
			Licensed Supervisor of Selling Associate	License No
			Electronic Solper vision on Senting Associate	chorane in
			Selling Associate's Office Address	
			Selling Associate's Office Address	
				Fax
			Selling Associate's Office Address	Fax
			Selling Associate's Office Address City State	Fax Zip
isting Broke	r has agreed to pay	Other Broker 3%	Selling Associate's Office Address City State Selling Associate's Email Address of the tetal splee price when the	Fax Zip Phone
isting Broke e is receive	r has agreed to pay d. Escrow agent is	/ Other Broker <u>3%</u> authorized and direct	Selling Associate's Office Address City State	Fax Zip Phone
isting Broke se is receive	d. Escrow agent is	authorized and direct	Selling Associate's Office Address City State Selling Associate's Email Address of the tetal splee price when the	Fax Zip Phone
e is receive	d. Escrow agent is	option	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT	Fax Zip Phone Listing Broker's fee at closing.
e is receive	d. Escrow agent is	authorized and direct	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT	Fax Zip Phone
e is receive	d. Escrow agent is	option	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT	Fax Zip Phone Listing Broker's fee at closing.
eccipt of \$	$\frac{200}{200}$	option	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT	Fax Zip Phone Listing Broker's fee at closing.
eccipt of \$	$\frac{200}{200}$	option	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT	Fax Zip Phone Listing Broker's fee at closing.
eccipt of \$	$\frac{200}{200}$	option	Selling Associate's Office Address City State Selling Associate's Email Addressof the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # S310 (e is ack 2-26-18)	Fax Zip Phone Listing Broker's fee at closing.
eccipt of \$	200 200 ng Broker	OPTION OPTION (Option Fee) in the	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # S310 (e is ack Date	Fax Zip Phone Listing Broker's fee at closing.
eceipt of \$	200 200 ng Broker	OPTION OPTION (Option Fee) in the	Selling Associate's Office Address City State Selling Associate's Email Addressof the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # S310 (e is ack 2-26-18)	Fax Zip Phone Listing Broker's fee at closing.
eccipt of \$	200 200 ng Broker	OPTION OPTION (Option Fee) in the Rocha CONTRACT AND EAF	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # S310 (e) is ack Other Date	Fax Zip Phone Listing Broker's fee at closing.
eccipt of \$	200 200 ng Broker	OPTION OPTION (Option Fee) in the Rocha CONTRACT AND EAF	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # S310 (e is ack Date	Fax Zip Phone Listing Broker's fee at closing.
eceipt of \$	200 200 ng Broker	authorized and direct OPTION (Option Fee) in the Rocha CONTRACT AND EAR 1,800.03_Earnest	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # S310 (e) is ack Other Date	Fax Zip Phone Listing Broker's fee at closing.
eceipt of \$	200 200 ng Broker	authorized and direct OPTION (Option Fee) in the Rocha CONTRACT AND EAR 1,800.03_Earnest	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # S310 (e) is ack Other Date	Fax Zip Phone Listing Broker's fee at closing.
eceipt of \$_ eller of Listin eceipt of DC acknowledg	200 200 ng Broker	authorized and direct OPTION (Option Fee) in the Rocha CONTRACT AND EAR 1,800.03_Earnest	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # 5310 (e) is ack	Fax Zip Phone Listing Broker's fee at closing.
eceipt of \$_ eller of Listin eceipt of DC acknowledg	200 200 ng Broker	OPTION OPTION (Option Fee) in the ROCLA CONTRACT AND EAR (1,800.00 Earnest Sherin	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # 5310 (e) is ack	Fax Zip Phone Listing Broker's fee at closing.
eceipt of \$_ eller of Listin eceipt of Ido acknowledge crow Agent:	200 200 ng Broker	authorized and direct OPTION (Option Fee) in the Rocha CONTRACT AND EAR 1,800.03_Earnest	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # 5310 (e) is ack	Fax Zip Phone Listing Broker's fee at closing.
eceipt of \$	200 200 ng Broker	OPTION OPTION (Option Fee) in the ROCLA CONTRACT AND EAR (1,800.00 Earnest Sherin	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # S310 (e is ack	Fax Zip Phone Listing Broker's fee at closing.
eceipt of \$_ eller of Listin eceipt of Ido acknowledge crow Agent:	200 200 ng Broker	OPTION OPTION (Option Fee) in the ROCLA CONTRACT AND EAR (1,800.00 Earnest Sherin	Selling Associate's Office Address City State Selling Associate's Email Address of the total sales price when the ed to pay other Broker from Listing Broker's FEE RECEIPT form of Check # S310 (e is ack	Fax Zip Phone Listing Broker's fee at closing.

Joan K. Ardery Ph. 817-337-0851 2801 Countryside Trail Keller, TX 76248	Feb-24	2018 Dur	5365 70-870712719 5
Pay to the Alamo Title Order of Alamo Title Fourthousanderst Shunduda	ntoo-	542 Dol	3 <i>00,00</i>
For ESCION	Ator	Fard	y.
12719870751714002401	0794 5365	5	

and and a 5366 81/2/20/8-02 3000-06\$ Dollars 3962 MybL020120011235202851223 FAMILY CREDIT UNION sempowering financial success* CORPORATE AMERICA Miedan Joan K. Ardery Ph. 817-337-0851 2801 Countryside Trail Keller, TX 76248 For Up tur tee Pay to the +

•

Exhibit I:

Insurance proceeds being held by Chase

Specialty Property*

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

August 26, 2016

PATRICK M OLEARY 115 JELLICO CIR SOUTHLAKE TX 76092-6804

Claim Information

Insured: Policy Number: Claim Number: Cause of Loss: Property Address: JPMORGAN CHASE BANK NA MLR792728400 00200833408 Water Damage 115 JELLICO CIR SOUTHLAKE, TX, 76092-6804 Date of Loss: Reported Date: Additional Name:

08-06-2016 08-16-2016 Patrick M. Oleary

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
Total Payment Amount:	\$6,775.52
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

	: PATRICK OLEARY : 115 JELLICO CIR	DATE OF REPORT DATE OF LOSS	: 8/26/2016 : 8/6/2016
COMPANY	: SOUTHLAKE, TX 76092-6804 : American Security Insurance Co :		
	:	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 JELLICO CIR	DATE OF LOSS	: 8/6/2016
	: SOUTHLAKE, TX 76092-6804	POLICY NUMBER	: MLR792728400
COMPANY	: American Security Insurance Co		
	:		
	:	ADJUSTER NAME	: MICLIAEI ROEGEKEL

Estimate Section: Master closet							
Master closet							
Lower F	Perimeter: 51.50 LF	Floor SF:	136.00 SF	Wall S	F: 412	2.00 SF	
Upper F	Perimeter: 51.50 LF	Floor SY:	15.11 SY	Ceiling S	F: 136	6.00 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.						
	FL)	\$0.10	\$13.60			\$13.6	
145.5 SF	Replace Good Grade Carpeting (Per Sq.						
	FL)	\$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	
	Totals For Master closet		\$845.23	\$190.48	22.5%	\$654.75	

Estimate Sec	ction:	laster Bathroom					
Master Bath	room		4.0" x 7' 5.0" x	8'			
Lower F	Perimeter:	51.50 LF	Floor SF:	136.00 SF	Wall S	F: 412	2.00 SF
Upper F	Perimeter:	51.50 LF	Floor SY:	15.11 SY	Ceiling S	F: 136	6.00 SF
Quantity		Description	Unit Cost	RCV	DEP	%	ACV
136.0 SF	Mildewcide F	Floor Treatment	\$0.22	\$29.92			\$29.92
136.0 SF	Clean Ceran	nic Floor Tile in Mortar	\$0.43	\$58.48			\$58.48
51.5 LF	Remove Bas	e Moulding	\$0.29	\$14.94			\$14.94
51.5 LF	Replace Bas	e Moulding	\$2.09	\$107.64	\$26.91	25.0%	\$80.73
51.5 LF	Paint / Finish	n Base Moulding	\$0.70	\$36.05	\$7.21	20.0%	\$28.84
	1	otals For Master Bathroom		\$247.03	\$34.12	13.8%	\$212.91

Estimate Sec	ction: Mast	er Bedroom					
Master Bedr	oom		11.0" x 18' 6.0"	' x 10'			
Lower F	Perimeter:	74.80 LF	Floor SF:	350.00 SF	Wall	SF: 7	48.30 SF
Upper F	Perimeter:	74.80 LF	Floor SY:	38.89 SY	Ceiling	SF: 3	50.00 SF
Quantity	D	escription	Unit Cost	RCV	DEP	%	ACV
	Mildewcide Floor Remove Good G	Treatment rade Carpeting (Per Sq.	\$0.22	\$19.25			\$19.25
	Ft.)		\$0.10	\$35.00			\$35.00
374.5 SF		rade Carpeting (Per Sq.					
	Ft.)		\$3.56	\$1,333.22	\$333.31	25.0%	\$999.91
350.0 SF	Remove Carpet F	Pad (Per Sq. Ft)	\$0.04	\$14.00			\$14.00

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

Estimate Se	stimate Section: Master Bedroom - Continued								
Quantity	Description	Unit Cost	RCV	DEP	%	ACV			
350.0 SF	Replace Carpet Pad (Per Sq. Ft)	\$0.43	\$150.50	\$37.63	25.0%	\$112.87			
	Paint Walls (2 Coats)	\$0.50	\$374.15	\$74.83	20.0%	\$299.32			
	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			
	Move/Reset Contents	\$56.96	\$56.96			\$56.96			
	Totals For Master Bedroom		\$2,124.46	\$475.78	22.4%	\$1,648.68			

Estimate See	ction: Living Room					
Living Room	n	10.0" x 21' x 10	'			
Lower F	Perimeter: 115.70 LF	Floor SF:	773.50 SF	Wall S	F: 1156	5.70 SF
Upper F	Perimeter: 115.70 LF	Floor SY:	85.94 SY	Ceiling S	F: 773	3.50 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			\$83.10
580.1 SF	Remove Good Grade Carpeting (Per Sq.					
	FL)	\$0.10	\$58.01			\$58.0
620.7 SF	Replace Good Grade Carpeting (Per Sq.					
	Ft)	\$3.56	\$2,209.69	\$552.42	25.0%	\$1,657.2
580.1 SF	Remove Carpet Pad (Per Sq. Ft)	\$0.04	\$23.20			\$23.2
580.1 SF	Replace Carpet Pad (Per Sq. Ft)	\$0.43	\$249.44	\$62.36	25.0%	\$187.0
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 Se	stimate Section: Hall						
Hall		6' 8.0" x 4' 3.0" x 9'	1				
Lower F	Perimeter: 21.80 LF	Floor SF:	28.30 SF	Wall S	SF: 1	96.50 SF	
Upper F	Perimeter: 21.80 LF	Floor SY:	3.14 SY	Ceiling S	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 H	lall	\$183.79	\$34.09	18.5%	\$149.70	

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

Estimate Sec	ction: Water Heater Closet					
Water Heate	r Closet 2'	4.0" x 2' 4.0" x 8'				
Lower F	Perimeter: 9.30 LF	Floor SF:	5.40 SF	Wall S	F:	74.70 SF
Upper F	Perimeter: 9.30 LF	Floor SY:	0.60 SY	Ceiling S	F:	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
	Remove and Reinstall Water Heater	\$86.50	\$86.50			\$86.50
	Totals For Water Heater Close	rt	\$316.24	\$6.16	1.9%	\$310.08

Estimate Sec	stimate Section: General						
Quantity	Description	Unit Cost	RCV	DEP	%	ACV	
1.0 EA	Large Load Debris Removal	\$350.00	\$350.00			\$350.00	
	Totals For General		\$350.00	\$0.00		\$350.00	

Repair Item Totals	\$7,771.48	\$1,517.53	\$6,253.95
Repair Item Totals General Contractor's Overhead (10.0%)	\$7,771.48 \$777.15	\$1,517.53 \$151.75	\$6,253.95 \$625.40
General Contractor's Overhead (10.0%)			
	\$777.15	\$151.75	\$625.40
General Contractor's Overhead (10.0%) General Contractor's Profit (10.0%) Estimate Totals With OHP	\$777.15 \$777.15	\$151.75 \$151.75	\$625.40 \$625.40
General Contractor's Overhead (10.0%) General Contractor's Profit (10.0%)	\$777.15 \$777.15 \$9,325.78 \$358.05	\$151.75 \$151.75 \$1,821.03	\$625.40 \$625.40 \$7,504.75 \$270.77
General Contractor's Overhead (10.0%) General Contractor's Profit (10.0%) Estimate Totals With OHP Applicable Sales Tax Estimate Grand Totals	\$777.15 \$777.15 \$9,325.78 \$358.05 \$9,683.83	\$151.75 \$151.75 \$1,821.03 \$87.28	\$625.40 \$625.40 \$7,504.75 \$270.77 \$7,775.52
General Contractor's Overhead (10.0%) General Contractor's Profit (10.0%) Estimate Totals With OHP Applicable Sales Tax	\$777.15 \$777.15 \$9,325.78 \$358.05 \$9,683.83 (\$1,000.00)	\$151.75 \$151.75 \$1,821.03 \$87.28	\$625.40 \$625.40 \$7,504.75 \$270.77 \$7,775.52 (\$1,000.00)
General Contractor's Overhead (10.0%) General Contractor's Profit (10.0%) Estimate Totals With OHP Applicable Sales Tax Estimate Grand Totals Policy Deductible	\$777.15 \$777.15 \$9,325.78 \$358.05 \$9,683.83	\$151.75 \$151.75 \$1,821.03 \$87.28	\$625.40 \$625.40 \$7,504.75 \$270.77 \$7,775.52

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

ESTIMATE TOTALS

RCV	DIFF	ACV
\$7,771.48	\$1,517.53	\$6,253.95
\$777.15 \$777.15	\$151.75 \$151.75	\$625.40 \$625.40
\$9,325.78	\$1,821.03	\$7,504.75
\$358.05	\$87.28	\$270.77
\$9,683.83	\$1,908.31	\$7,775.52
(\$1,000.00)		(\$1,000.00)
\$8,683.83	\$1,908.31	\$6,775.52
	\$477.39 \$1,430.92	
	\$7,771.48 \$777.15 \$9,325.78 \$358.05 \$9,683.83 (\$1,000.00)	\$7,771.48 \$1,517.53 \$777.15 \$151.75 \$777.15 \$151.75 \$9,325.78 \$1,821.03 \$358.05 \$87.28 \$9,683.83 \$1,908.31 (\$1,000.00) \$8,683.83 \$477.39

*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.

Case 8-17-72595-reg	Doc 69-7	Filed 05/21/18	Entered 05/21/18 17:05:01
---------------------	----------	----------------	---------------------------

UNITED STATES BA EASTERN DISTRICT			RETURN DATE: June 4th, 2018
	X		
In re:		Case No.	8-17-72595-reg
Patrick M. O'Leary	Debtor(s)	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**.