CITATION ON APPLICATION TO SELL REAL PROPERTY-POSTED

THE STATE OF TEXAS

TO ALL PERSONS INTERESTED IN THE ESTATE OF DENNIS J. MADDUX, DECEASED,

Docket No. P04918, County Court, Blanco County, Texas.

Notice is hereby given that **MONICA QUIROZ** has filed in the County Court of Blanco County, Texas, on the 22nd of August 2023, an application for an order to sell the following property of said MADDUX, DENNIS J., Deceased, situated in Blanco County, Texas, to-wit:

Please see attached document.

Said application will be heard and acted on by said Court at 10:00 o'clock a.m.on the first Monday next after the expiration of ten days from the date of posting this citation, at the Blanco County Courthouse in Johnson City, Texas.

All persons interested in said Estate are hereby cited to appear before said Honorable Court at said above mentioned time and place by filing a written answer contesting such application should they desire to do so.

All interested persons are further advised that they may employ an attorney in this matter. If they or their attorneys fail to file a written answer with the clerk who issued this citation by 10:00 a.m. on the first Monday next following the expiration of ten days after the posting of this citation, the Court may enter orders with binding effects upon said interested persons.

The name and address of the attorney for applicant is:

ZACHARY P. HUDLER

P. O. BOX 1728

JOHNSON CITY, TEXAS 78636

The officer executing this citation shall post the copy of this citation at the courthouse door of Blanco County, or at the place in or near said courthouse where public notices customarily are posted, for not less than ten days before the return day thereof, exclusive of the date of posting and return the original copy of this citation to the Clerk stating in a written return thereon the time when and the place such copy was posted.

GIVEN UNDER MY HAND AND SEAL OF SAID COURT at office in Johnson City, Texas, the 20th day of September, A.D. 2024.

(Seal)

AURA WALLA, COUNTY CLERK

BLANCO COUNTY

P.O. Box 65

Johnson City, Texas 78636

CLERK'S RETURN

| Came to hand on the | day of | ,, at |
|---|------------------------------------|---------------------------------------|
| o'clock | m., and executed on the | day of |
| , by posting a copy | of the within citation for ten day | s, exclusive of the day of posting, |
| before the return day hereof, at t | he County Courthouse door of I | Blanco County, Texas, or at the place |
| in or near the said courthouse wh | here public notices customarily | are posted, that is from |
| <i></i> | , through | |
| inclusive. | | |
| | | |
| Returned and Filed: | <u> </u> | |
| | | |
| Laura Walla, County Clerk Blanco County, Texas | | |
| By | Deputy. | |

Cause No. P04918

| Estate of | § | IN THE COUNTY COURT |
|-------------------|---|------------------------------|
| | § | |
| Dennis J. Maddux, | Ş | IN MATTERS PROBATE |
| | 3 | WAY AREAD COLD INVESTIGATION |
| Deceased | § | BLANCO COUNTY, TEXAS |

APPLICATION FOR SALE OF REAL PROPERTY UNDER SECTION 356.251 OF THE ESTATES CODE

TO THE HONORABLE JUDGE OF SAID COURT:

Monica Quiroz, surviving spouse and heir of the Estate of Dennis J. Maddox, Deceased, and Applicant herein, furnishes the following information to the Court:

- 1. An Inventory, Appraisement, and List of Claims of this Estate has been filed.

 Objections have been made to the filing. J. Gregory Steele, Executor has filed an Accounting showing the alleged condition of the Estate and omitted Applicant's claims. A Verified Exhibit Showing Condition of the Estate is attached hereto.
- 2. A full legal description of the real property sought to be sold and a description of the Estate's ownership interest in such property is as follows:

Being Lot Nos. 741 and 768, 5.014 acres, more or less, Twin Sisters Estates, Blanco County, Texas; commonly known as 171 Hilltop, Spring Branch, Texas 78070.

3. It is necessary and advisable to sell the Estate's interest in the aforementioned property for the following reason: to satisfy claims against the Estate, Applicant's community estate interest, and settle the Estate pursuant to the terms set forth in the proposed Rule 11 Agreement and Order attached hereto as Exhibit "A" and incorporated by reference herein as if set forth at length. The attached Rule 11 Agreement and Order was negotiated and agreed to by the

parties in June 2022 before having been revoked by the Executor. The Executor's revocation of the Rule 11 Agreement disregarded an equitable resolution to this case but is completely consistent with the Executor's refusal to acknowledge Applicant's community property interest in the liquid assets, her family allowance claims, and her constitutional probate homestead rights in the real property. The revocation by the Executor some 15 months ago has caused additional harm to Applicant and unnecessary expenses regarding the Estate.

- 4. It will be in the best interest of the Estate for the said property to be sold at a private sale for cash. There is a purchaser ready, willing, and able to purchase the property as set forth attached hereto as Exhibit "B". It will also be in the best interest of the Estate to distribute the sales proceeds in accordance with the proposed Rule 11 Agreement and Order attached hereto as Exhibit "A" and to satisfy all claims set forth in the Verified Exhibit Showing Condition of the Estate which may not be reflected on the Rule 11 Agreement and Order in order to settle this Estate.
- 5. Applicant is unaware of any persons interested in the Estate who are not already before the Court. No third parties will be affected or prejudiced by the sale.
- 6. Applicant requests that the clerk issue citation to all interested persons and serve said citation by posting in the manner prescribed by Section 356.253 of the Texas Estates Code.
- 7. Applicant requests that after citation and notice, upon a hearing on this Application, the Court enter an Order authorizing the Successor Administrator to sell the Estate's interest in the real property described herein above at a private sale for cash, and distribute the sales proceeds in accordance with the Rule 11 Agreement and Order attached hereto as Exhibit "A" and such other orders as the Court may deem proper.

Respectfully submitted,

Zachary P. Hudler, P.C.

Zachary P. Hudler

Attorney for Monica Quiroz State Bar No.: 24032318

Zachary X. Hudler

P.O. Box 1728

Johnson City, Texas 78636 Telephone: (830) 868.7651 Facsimile: (830) 868.7636 zachary@hudlerlaw.com

STATE OF TEXAS

§

COUNTY OF BLANCO

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BEFORE ME, the undersigned authority, on this day personally appeared Zachary P. Hudler, the attorney for Monica Quiroz, and having been duly sworn, states that the foregoing Application for Sale of Real Property is true and correct in every respect.

SUBSCRIBED AND SWORN TO BEFORE ME BY Zachary P. Hudler, on this the 22 day of August, 2023, to certify which witness my hand and seal of office.

YVette Hudler STANFREID-STANFOTEAS 101 130105067 cown. SAY. 02-09-2027

Notary Public, State of Texas

VERIFIED EXHIBIT SHOWING CONDITION OF THE ESTATE

COUNTY OF BIANCO

BEFORE ME, the undersigned authority, on this day personally appeared Zachary P. Hudler, attorney for Monica Quiroz and after being duly sworn, stated that:

"I. In support of the Application For Sale of Real Property, submits this exhibit to the Court to show fully and in detail the condition of the Estate based on the information available, including but not limited to information provided by the Executor:

"A. Charges and Claims -

| Family Allowance to Monica Quiroz | \$45,000.00 |
|---|-------------|
| Funeral Expense paid by Monica Quiroz | \$3,000.00 |
| Monica Quiroz community interest in Cash | \$26,479.68 |
| Legal Fees and Expenses for Administration to | |
| Attorney Mark Brewer | \$20,000.00 |
| Legal Fees and Expenses to Zachary P. Hudler | \$20,000.00 |
| Community Debt-\$38,000.00 total | \$19,000.00 |
| Loss of Use of Probate Homestead (Refusal of Executor | |
| To Acknowledge) \$2,000/month- April 1, 2021 to September | |
| 1, 2023-29 months at \$2,000/month | \$58,000.00 |

"B. <u>Property Remaining on Hand</u> - The following is a full and complete list of all property owned by the Estate still remaining on hand and liable for the payment of the above charges and claims:

1. REAL PROPERTY:

Real property and improvements at 171 Hilltop, Spring Branch, Texas

(Blanco County Appraisal District Value: \$151,250.00)

2. CASH ON HAND:

Total Community Cash remaining

\$29,547.23

3. PERSONAL PROPERTY

\$2,500.00

LIST OF CLAIMS OWED TO ESTATE

The following claims are due and owing to the Estate of Dennis J. Maddox, Deceased: all claims set forth above.

- "II. The sale sought in the foregoing Application For Sale of Real Property is necessary and advisable for the following reasons:
 - 1. The property must be sold to pay claims against the Estate and to settle the Estate.

"I, Zachary P. Hudler, as attorney for Monica Quiroz do solemnly swear that the foregoing Verified Exhibit is a full and complete description of the condition of the property of this Estate based on the information available to me, including but not limited to information provided by the Executor."

achary P. Hudler, attorney for Monica Quiroz

| STATE OF TEXAS | | § |
|----------------|--------|---|
| COUNTY OF _ | Blanco | § |

BEFORE ME, the undersigned authority, on this day personally appeared Zachary P. Hudler, attorney for Monica Quiroz, and having been duly sworn, states that the foregoing Verified Exhibit is true and correct to the best of my knowledge.

SUBSCRIBED AND SWORN TO BEFORE ME BY Zachary P. Hudler, attorney for Monica Quiroz on this the 22 day of August, 2023, to certify which witness my hand and seal of office.



Notary Public, State of TEXAS

NO. PO4918

| IN THE ESTATE OF | § | IN THE COUNTY COURT |
|-------------------|---|----------------------|
| | § | |
| DENNIS J. MADDUX, | § | |
| | § | |
| DECEASED | § | BLANCO COUNTY, TEXAS |

RULE 11 AGREEMENT AND ORDER

Monica Quiroz, the surviving spouse of Dennis J. Maddux (sometimes referred to as "Wife"), on the one hand, and J. Gregory Steele, Independent Executor/Administrator of the Estate of Dennis J. Maddux, deceased ("Administrator" and/or "Estate") (sometimes collectively referred to as the "Parties") pursuant to Rule 11 of the Texas Rules of Civil Procedure enter into this written agreement and binding contract and Agreed Order:

Agreement

NOW THEREFORE, for and in consideration of their mutual acceptance hereof and Agreement hereto, the Parties AGREE as follows:

1. It is agreed by the Parties that pursuant to §353.051(a)(1) of the Texas Estates Code, Article XVI, Section 52 of the Texas Constitution, and Texas Caselaw referring to "probate homestead" (collectively referred to as Wife's "probate homestead" or "life estate"), Wife as surviving spouse of Deceased, is entitled to a probate homestead of the Real Property described below which was the homestead of the Deceased at the time of his death and other claims against the Estate. Wife has demanded possession of the Real Property to exercise her homestead or "life estate" rights in the Real Property described below but wishes to waive and relinquish her probate homestead and life estate in the Real Property and all other claims against this Estate in exchange for the

EXHIBIT

A

Page 1 of 5

consideration and payment to her recited herein. The Parties agree that it is necessary and in the best interests of the Estate to immediately sell the Real Property described below.

2. In exchange for Wife's release of her probate homestead and "life estate" interest in the Real Property described below, the Parties acknowledge that Wife shall be paid \$74,000.00 out of Estate assets and seventy nine percent (79%) of the net sales proceeds from the sale of real property and improvements described as 5.014 acres, more or less and all acreage contiguous with Twin Sisters Estates, Lots 741 & 768, Blanco County, Texas ("Real Property"). Any deficiency of Estate assets to satisfy the \$74,000.00 payment to Wife shall be satisfied by the sale's proceeds from the Real Property and shall not affect the remaining 79% of the net sale proceeds of the sale of the Real Property that will be paid to Wife. The payment to Wife shall be the first item deducted from the net proceeds after customary closing costs and the remaining balance of the net proceeds shall be distributed to the Estate. The Estate has a buyer, willing and able to purchase the Real Property. The minimum price per acre for sale of real property is memorialized through an email from attorney Zachary P. Hudler to attorney J. Mark Brewer and is referenced as "Minimum Price Per Acre for Sale of Real Property" and is incorporated by reference herein but shall remain confidential unless a Party to this Agreement refuses to comply with this Agreement. In the event that the property cannot be sold within 60 days of this Agreement, the Estate shall list the property for sale at a fair market price with a qualified real estate broker. Upon the closing of sale of the Real Property, Wife shall be entitled to payment from the Estate of \$74,000.00 plus seventy nine percent (79%) of the net sale proceeds with any remainder of the proceeds being distributed to the Estate.

- 3. At the closing of the sale of the Real Property described herein, Wife shall execute any and all necessary documents to further memorialize her waiver, relinquish, and forever extinguish and terminate any and all interest she may have in the Real Property and/or claims against, or interest in, the Estate, including but not limited to any probate homestead interest or "life estate" against the Real Property, claims of reimbursement against the Estate and/or community funds of the Deceased, and claims for reimbursement against the Estate or Deceased for any community debt that may be in her individual name.
- 4. Wife shall provide an affidavit or declaration to the Estate setting forth her current assets, debts and community debts on or before June 22, 2022. Wife represents that she owns no real property; she incurred and paid approximately \$3,000 in funeral (cremation) expenses; and she has outstanding community debts of approximately \$38,000. Wife suffers from secondary multiple sclerosis and has been determined disabled. As a result, Wife represents that for the one year following the death of decedent, Wife did not have separate property adequate for her maintenance; and she had inadequate means to provide for her maintenance in the circumstances to which she was accustomed, given the circumstances as of March 31, 2021. The representations contained in this paragraph 4 are and shall be deemed conditions precedent to the obligations and undertakings of the Estate expressed herein.
- 5. Any and all payments that shall be made to Wife pursuant to this Agreement may be disclaimed by Wife and assigned to a separate entity or Trust so designated by Wife.
- 6. In exchange for the consideration recited herein, the Parties, individually and collectively, hereby waive, release and relinquish forever any and all claims relating to and arising from or concerning their relative rights, duties, or obligations as devisees, beneficiaries, or heirs, and

independent executor, administrator, or personal representative of the Estate of Dennis J. Maddux, Deceased.

- 7. This release extends to the Estate's representatives and agents, including, but not limited to its Executor/Administrator and his attorney. The Wife hereby waives, releases and relinquishes forever any and all claims, demands, and/or causes of action, whether accrued or known, against the Estate and its Executor/Administrator and their agents, representatives, employees, and attorneys.
- 8: Each and all of the Parties hereto hereby waive, as between and among themselves, all demands, claims, causes of action, whether accrued or known, that may be.
- 9. Each of the Parties agrees to make, execute and deliver any documents required to effect the terms of this Agreement, including but not limited to all documents necessary to sell the Real Property and to waive Wife's life estate interest therein. The Parties agree to file any necessary court papers or pleadings and obtain any necessary court orders to effectuate this Agreement.

 Agreed to by the parties and dated as of June 15, 2022.

AGREED TO AS TO FORM AND SUBSTANCE AND PURSUANT TO RULE 11:

achary P. Hudler

State Bar No.: 24032318

P.O. Box 1728

Johnson City, Texas 78636 Telephone: (830) 868-7651 Facsimile: (830) 868-7636 zachary@hudlerlaw.com

ATTORNEY FOR WIFE MONICA QUIROZ

peroled dalum Admin

MBraw.

J. Mark Brewer

State Bar No. 02965010

Brewer & Pritchard, P.C.

800 Bering Dr., Suite 201

Houston, Texas 77057

Telephone: (713) 209-2950 Email: <u>brewer@bplaw.com</u>

ATTORNEY FOR J. GREGORY STEELE, INDEPENDENT ADMINISTRATOR

APPROVED BY THE COURT:

| | | _ 2022, the Court considered the Parties Rule 11 and Agreed Orde |
|-------------|-----------------|---|
| | | gs on file and Agreement of the Parties, the Court hereby approve |
| | | Enters this Agreed Order and hereby ORDERS that the terms of the |
| foregoing R | ule 11 Agreemen | t be carried out by the Parties. |
| | | |
| | | |
| | | |
| | | |
| | | PRESIDING JUDGE |

11-08-2021



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

NOTICE: Not For Use For Condominium Transactions



| 1. | PARTIES: The parties to this contract are The Estate of Dennis J. Maddux. deceased (Seller) and Holy Archangels Greek Orthodox Monastery, a 501(c)(3) tax-exempt organization (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below. |
|-----|--|
| 2. | PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property). |
| | A. LAND: Lot 741 and 768 Block 5.014 acres Twin Sisters Estates |
| | Addition, City of |
| | awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property. C. ACCESSORIES: The following described related accessories, if any: window air conditioning |
| | units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories. |
| | D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: approximately 12 vehicles, including trailers and boats. 3 sheds (small metal shed, medium size metal shed, large wood shed), construction materials, lunk, trash and debris. |
| | E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum. |
| | SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing |
| | LEASES: Except as disclosed in this contract, Seller Is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes) |
| | A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract. |
| | B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract. |
| | C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. |
| | (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases. |
| | (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer. |
| ti: | led for identification by Buyer and Seller 3 0 FC NO. 20-1 |

| Contract Concerning | 171 Hilltop, Spring Branch, Texas 78070 (Address of Property) | Page 2 of 11 | 11-08-2021 |
|---|---|---|---|
| A. DELIVERY O | NEY AND TERMINATION OPTION: F EARNEST MONEY AND OPTION FEE: Within 3 days after the Olivia Marie Countries Tillo Co | e Effective Date | , Buyer |
| must deliver | to Olivia Uballe, Guardian Title Co. , as escr Blanco, Texas (address): \$ | ow agent, at | 1750 |
| Fee shall be | noney and \$o_ as the Option Fee. The ear made payable to escrow agent and may be paid separately o | nest money and or combined in a | i Option a single |
| payment. (1) Buyer sh | rail deliver additional earnest money of \$d days after the Effective Date of this contract. | to escrow | agent |
| (2) If the lag falls on a Fee, or t day that | st day to deliver the earnest money, Option Fee, or the ac a Saturday, Sunday, or legal holiday, the time to deliver the the additional earnest money, as applicable, is extended un is not a Saturday, Sunday, or legal holiday. | ntil the end or i | tne next |
| Option Fo (4) Buyer at without 1 | punt(s) escrow agent receives under this paragraph shall ee, then to the earnest money, and then to the additional ea othorizes escrow agent to release and deliver the Option Fe further notice to or consent from Buyer, and releases escrow of the Option Fee to Seller. The Option Fee will be credite | mest money. se to Seller at a v agent from lla | any time bility for |
| B. TERMINATIO and Buyer's unrestricted o days paragraph n specified. If not be refun | ON OPTION: For nominal consideration, the receipt of whice agreement to pay the Option Fee within the time required, right to terminate this contract by giving notice of terminate the Effective Date of this contract (Option Periodust be given by 5:00 p.m. (local time where the Property F Buyer gives notice of termination within the time prescribed and escrow agent shall release any Option Fee remaining (ii) any earnest money will be refunded to Buyer. | Seller grants B lination to Selle d). Notices un is located) by d: (i) the Option | uyer the er within der this the date Fee will |
| C. FAILURE TO within the ti Paragraph 1 D. FAILURE TO Buyer fails unrestricted | TIMELY DELIVER EARNEST MONEY: If Buyer fails to delime required, Seller may terminate this contract or exercise 5, or both, by providing notice to Buyer before Buyer deliver TIMELY DELIVER OPTION FEE: If no dollar amount is stated to deliver the Option Fee within the time required, Buy right to terminate this contract under this paragraph 5. | Seller's remedies the earnest m d as the Option yer shall not h | es under oney. Fee or if lave the |
| | is of the essence for this paragraph and strict compliance is required. | ince with the | ame for |
| A. TITLE POLIC title insurar in the amou provisions o | TY: Seller shall furnish to Buyer at 2 Seller's Buyer's expance (Title Policy) issued by <u>Guardian Title Co Blanco. Tex</u> nt of the Sales Price, dated at or after closing, insuring Buyer the Title Policy, subject to the promulgated exclusions (incordinances) and the following exceptions: | <u>kas (</u> Title Co er against loss u | ompany) nder the |
| (1) Restriction (2) The stan | ve covenants common to the platted subdivision in which the dard printed exception for standby fees, taxes and assessmented as part of the financing described in Paragraph 3. | | ated. |
| (4) Utility e | assements created by the dedication deed or plat of the s is located. | ubdivision in w | hich the |
| (5) Reserval Buyer in | tions or exceptions otherwise permitted by this contract or writing. | as may be appı | roved by |
| | dard printed exception as to marital rights. Indexed printed exception as to waters, tidelands, beaches | , streams, and | related |
| lines, en (i) wili no 2 (ii) wili b | dard printed exception as to discrepancies, conflicts, shortal croachments or protrusions, or overlapping improvements: but be amended or deleted from the title policy; or be amended to read, "shortages in area" at the expense of approved by the expense of approved by the | _] Buyer ☑ Se | eller. |
| Insurance B. COMMITMEN shall furnish | ie. NT: Within 20 days after the Title Company receives a copy to Buver a commitment for title insurance (Commitment) a | of this contraction, at Buver's e | t, Seller expense. |
| (Exception I Company to shown in P Buyer within days or 3 di Documents | is of restrictive covenants and documents evidencing except Documents) other than the standard printed exceptions. See deliver the Commitment and Exception Documents to Buaragraph 21. If the Commitment and Exception Document is the specified time, the time for delivery will be automatically before the Closing Date, whichever is earlier. If the Contart not delivered within the time required, Buyer may term money will be refunded to Buyer. | eller authorizes Lyer at Buyer's ts are not delivically extended (Continuent and E | the Title address vered to up to 15 exception |
| the earnest_ | MONEA MIN DE LEIGHRER ER DRAGIT | | _ |

| | L-0B-2021 |
|--|-----------------|
| (Address of Property) C, SURVEY: The survey must be made by a registered professional land surveyor acceptable to | o the |
| Title Company and Buyer's lender(s). (Check one box only) 2(1)Within f days after the Effective Date of this contract, Seller shall furnish to Buyer | |
| Title Company Seller's existing survey of the Property and a Residential Real Property | perty |
| Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fai furnish the existing survey or affidavit within the time prescribed, Buyer s | |
| obtain a new survey at Seller's expense no later than 3 days prior to Closing D | ate. |
| If the existing survey or affidavit is not acceptable to Title Company or Buyer's lende Buyer shall obtain a new survey at \(\omega \)Seller's \(\omega \)Buyer's expense no later than 3 days pri | er(s), |
| Closing Date. | |
| (2)Within days after the Effective Date of this contract, Buyer shall obtain a new su at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receive the survey of the surv | irvey |
| the date specified in this paragraph, whichever is earlier. | - |
| (3) Within days after the Effective Date of this contract, Seller, at Seller's expense furnish a new survey to Buyer. | shall |
| D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to | |
| disclosed on the survey other than items 6A(1) through (7) above; disclosed in Commitment other than items 6A(1) through (9) above; or which prohibit the following us | the |
| activity: | • |
| Buyer must object the earlier of (i) the Closing Date or (ii)3 days after Buyer receives Commitment, Exception Documents, and the survey. Buyer's fallure to object within the | s the time |
| allowed will constitute a waiver of Buyer's right to object; except that the requirement Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligate | תו בס |
| incur any expense, Seller shall cure any timely objections of Buyer or any third party le | nder |
| incur any expense, Seller shall cure any timely objections of Buyer or any third party le within 15 days after Seller receives the objections (Cure Period) and the Closing Date wi extended as necessary. If objections are not cured within the Cure Period, Buyer may | III pe /, by |
| delivering notice to Seller within 5 days after the end of the Cute Period: (1) ferminate | rnis |
| contract and the earnest money will be refunded to Buyer; or (ii) waive the objections Buyer does not terminate within the time required, Buyer shall be deemed to have waive objections. If the Commitment or Survey is revised or any new Exception Document(| the |
| delivered. Buyer may object to any new matter revealed in the revised Commitment or Su | ırvev |
| or new Exception Document(s) within the same time stated in this paragraph to robjections beginning when the revised Commitment, Survey, or Exception Document(| nake s) is |
| delivered to Büyer. E. TITLE NOTICES: | |
| (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering | g the |
| Property examined by an attorney of Buyer's selection, or Buyer should be furnished windown a Title Policy. If a Title Policy is furnished, the Commitment should be property in the series of Buyer's choice due to the time limitations on Buyer's riginal series. | nptly |
| reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's rigid object. | ht to |
| (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property Dis Zis not su | bject |
| to mandatory membership in a property owners association(s). If the Property is subject mandatory membership in a property owners association(s), Seller notifies Buyer upon the seller no | nder |
| §5.012, Texas Property Code, that, as a purchaser of property in the residential committee in Paragraph 2A in which the Property is located, you are obligated to | unity |
| member of the property owners association(s). Restrictive covenants governing the use | e and |
| occupancy of the Property and all dedicatory instruments governing the establishn maintenance, or operation of this residential community have been or will be recorded. | ed in |
| the Real Property Records of the county in which the Property is located. Copies of restrictive covenants and dedicatory instruments may be obtained from the county of | f the |
| You are obligated to pay assessments to the property owners association(s). | The |
| amount of the assessments is subject to change. Your failure to pay assessments could result in enforcement of the association's lien on and | the |
| foreclosure of the Property. Section 207.003, Property Code, entitles an owner to receive copies of any document | that |
| qoverns the establishment, maintenance, or operation of a subdivision, including, but | t not |
| limited to, restrictions, bylaws, rules and regulations, and a resale certificate fro property owners' association. A resale certificate contains information including, but | t not |
| limited to, statements specifying the amount and frequency of regular assessments and style and cause number of lawsuits to which the property owners' association is a p | d the arty, |
| other than lawsuits relating to unpaid ad valorem taxes of an individual member of association. These documents must be made available to you by the property ow | f the |
| association or the association's agent on your request. | |
| If Buyer is concerned about these matters, the TREC promulgated Addendum Property Subject to Mandatory Membership in a Property Owners Association | ı tor n(s) |
| should be used. | |
| (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statut created district providing water, sewer, drainage, or flood control facilities and servi | ces, |
| Initialed for identification by Buyer and Seller TREC NO | J. 20-1 |

| Contract Concerning 171 Hilltop, Spring Branch, Texas 78070 Page | 4 of 11 11-08-2021 |
|--|---|
| (Address of Property) | |
| Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign notice relating to the tax rate, bonded indebtedness, or standby fee of the final execution of this contract. | the statutory district prior to |
| (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the s Texas Natural Resources Code, requires a notice regarding coastal area included in the contract. An addendum containing the notice promulgate | property to be |
| required by the parties must be used. (5) ANNEXATION: If the Property is located outside the limits of a municipality, Buyer under §5.011, Texas Property Code, that the Property may now or later | |
| the extraterritorial jurisdiction of a municipality and may now or later annexation by the municipality. Each municipality maintains a map th boundaries and extraterritorial jurisdiction. To determine if the Property is in municipality's extraterritorial jurisdiction or is likely to be located within a | eat depicts its ocated within a municipality's |
| extraterritorial jurisdiction, contact all municipalities located in the general presents for further information. (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVI | - |
| Notice required by §13.257, Water Code: The real property, described in Par you are about to purchase may be located in a certificated water or sewe which is authorized by law to provide water or sewer service to the pro- certificated area. If your property is located in a certificated area there may be | ragraph 2, that ir service area, operties in the de special costs |
| or charges that you will be required to pay before you can receive water or There may be a period required to construct lines or other facilities necess water or sewer service to your property. You are advised to determine if the period certificated area and contact the utility service provider to determine the contact. | sary to provide property is in a st that you will |
| be required to pay and the period, if any, that is required to provide water of to your property. The undersigned Buyer hereby acknowledges receipt of notice at or before the execution of a binding contract for the purchase of the described in Paragraph 2 or at closing of purchase of the real property. | the foregoing e real property |
| (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement must give Buyer written notice as required by \$5.014, Property Code. containing the required notice shall be attached to this contract. (8) TRANSFER FEES: If the Property is subject to a private transfer fee oblig | An addendum |
| Property Code, requires Seller to notify Buyer as follows: The private transfer may be governed by Chapter 5, Subchapter G of the Texas Property Code. (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propa service area owned by a distribution system retailer, Seller must give Buyer as required by 6141.010. Texas Utilities Code. An addendum containing the n | r fee obligation ine gas system written notice |
| by TREC or required by the parties should be used. (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an imwater, including a reservoir or lake, constructed and maintained under Challed Code, that has a storage capacity of at least 5,000 acre-feet at the impound operating level, Seller hereby notifies Buyer: "The water level of the impound adjoining the Property fluctuates for various reasons, including as a result of lawfully exercising its right to use the water stored in the impoundment; or flood conditions." | npoundment of pter 11, Water iment's normal dment of water f: (1) an entity |
| 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 selected by Buyer and licensed by TREC or otherwise permitted by law to mal Any hydrostatic testing must be separately authorized by Seller in writing. Se expense shall immediately cause existing utilities to be turned on and shall ke | ke inspections. eller at Seller's |
| on during the time this contract is in effect. B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE: (Check one box only) | • |
| (1) Buyer has received the Notice. (2) Buyer has not received the Notice. Within days after the Effective contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive Buyer may terminate this contract at any time prior to the closing and the ewill be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate for any reason within 7 days after Buyer receives the Notice or prior to 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 | e this contract to the closing, |
| C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARI Federal law for a residential dwelling constructed prior to 1978. | ÖS is required by |
| Initialed for identification by Buyer and Seller | TREC NO. 20-1 |

| Contract Concerning 171 Hilliop, Spring Branch, Texas 78070 Page 5 of 11 11-08-2021 |
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| Contract Concerning |
| D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any. (Check one box only) |
| (1) Buyer accepts the Property As Is. (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the |
| following specific repairs and treatments: clean up property & remove all vehicles, trailers, boats, trash. removable sheds, construction materials, lunk, and debris; rake all areas after clean-up; broom-clean dwelling (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. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas. |
| 8. BROKERS AND SALES AGENTS: |
| A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: |
| B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements. |
| 9. CLOSING: A. The closing of the sale will be on or before |
| (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and fumish tax statements or certificates showing no delinquent taxes on the Property. (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the |
| sale and the issuance of the Title Policy. (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default. |
| Initialed for identification by Buyer and Seller TREC NO. 20-1 |

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| Contract Concerning | 171 Hilltop, Spring Branch, Texas 78070 | Page 6 of 11 | 11-08-2021 |
| | (Address of Property) | | |

10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: Qupon closing and funding Quccording to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consuit your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.
- B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
 - (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.
- 11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Seller shall provide binding release of constitutional life estate of surviving spouse of Dennis J. Maddux, deceased, at or before Closing.

BINDING ARBITRATION: Any and all disputes relating to or touching upon this Contract shall be resolved by self-administered, documents-only, binding arbitration with a single arbitrator, no oral hearing and no discovery.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; Interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private 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

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amount prorated at dosing, 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 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. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, 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; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
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

- 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.

 D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent money of receipt of the request will be liable to the other party for (I) damages;
- (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit. E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the

| Initialed for identification by Buyer and Seller and Seller | TREC NO. | . 20-1 | ، 16 |
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| Contract Concerning 171 Hilliop, Spring B (Addres | ranch, Texas 78070 Page 8 of 11 11-08-2021 s of Property) |
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| Internal Revenue Service together with a regulations require filing written reports if cut the transaction. | appropriate tax forms. Internal Revenue Service rrency in excess of specified amounts is received in |
| 21. NOTICES: All notices from one party to when mailed to, hand-delivered at, or transmit | the other must be in writing and are effective ted by fax or electronic transmission as follows: |
| To Buyer at: The Reverend Paul Comits | To Seller at: J. Greg Steele |
| Holy Archangels Greek Orthodox Monastery | c/o J. Mark Brewer, attorney. In re Estate of Maddux |
| Phone: (830) 833-2793 | Phone: (713)209-2950 |
| E-mail/Fax: fr.ephralm@holyarchangels.com | E-mall/Fax: brewer@bplaw.com |
| E-mail/Fax: | E-mail/Fax: |
| 22. AGREEMENT OF PARTIES: This contract and cannot be changed except by their writ contract are (Check all applicable boxes): | t contains the entire agreement of the parties ten agreement. Addenda which are a part of this |
| ☐ Third Party Financing Addendum | ☐ Seller's Temporary Residential Lease |
| Seller Financing Addendum | Short Sale Addendum |
| Addendum for Property Subject to Mandatory Membership in a Property Owners Association | Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| Buyer's Temporary Residential Lease | Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead- |
| ☐ Loan Assumption Addendum☐ Addendum for Sale of Other Property by | based Paint Hazards as Required by Federal Law |
| Buyer | ☐ Addendum for Property in a Propane Gas |
| Addendum for Reservation of Oil, Gas and Other Minerals | System Service Area Addendum Regarding Residential Leases |
| Addendum for "Back-Up" Contract | ☐ Addendum Regarding Fixture Leases |
| Addendum for Coastal Area Property Addendum for Authorizing Hydrostatic Testing | Addendum containing Notice of Obligation to Pay Improvement District Assessment |
| Addendum Concerning Right to Terminate Due to Lender's Appraisal | Other (list): |
| Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum | |
| | ING: TREC rules prohibit real estate license CONTRACT CAREFULLY. |
| Buyer's Attorney is: <u>N/A</u> | Seller's Attorney is: J. Mark Brewer |
| | |
| Phone: () | Phone: (713)209-2960 |
| Fax: <u>(</u>) | Fax: <u>()</u> |
| E-mall: | E-mail: brewer@bplaw.com |
| | |
| Initialed for identification by Buyer a | and Seller TREC NO. 20-16 |

| Contract Concerning | 171 Hilltop, Spring Branch, TX 78070 | Page 9 of 11 | 11-08-2021 | |
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| EVECUTED the | day of 20 (I | Effective Natel | | |
| (BROKER: FILL IN | day of (I THE DATE OF FINAL ACCEPTANCE.) | -liettise pateli | | |
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The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trac.texas.gov) TREC NO. 20-16. This form replaces TREC NO. 20-15.

BROKER INFORMATION

| | (Print name(s |) only, Do not sign) | |
|----------------------------------|---------------|--|--------------|
| THIS IS A NO-BROKER TRANSACTION | | THIS IS A NO-BROKER TRANSACTION | |
| Other Broker Firm | License No. | Listing Broker Firm | License No. |
| represents | | represents Seller and Buyer as an inte | • |
| Associate's Name | License No. | Listing Associate's Name | License No. |
| Team Name | | Team Name | |
| Associate's Email Address | Phone | Listing Associate's Email Address | Phone |
| Licensed Supervisor of Associate | License No. | Licensed Supervisor of Listing Associate | License No. |
| Other Broker's Address | Phone | Listing Broker's Office Address | Phone |
| City State | Zip | City Sta | te Zip |
| | | Selling Associate's Name | License No. |
| | | Team Name | |
| | | Selling Associate's Email Address | Phone |
| | | Licensed Supervisor of Selling Associate | License No. |
| | | Selling Associate's Office Address | |
| | | City State | Zip |
| | | • | |

| Contract Concerning | 171 Hilltop, Spring Bri (Address o | Page 11 of 11 11-08-2021 | |
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| | _ | | |
| | OPTION F | E RECEIPT | - |
| Receipt of \$_ is acknowledged. | N/A (Option Fee) in the | form of | |
| Escrow Agent | | | Date |
| | EARNEST MO | NEY RECEIPT | |
| Receipt of \$is acknowledged. | 1,750 Earnest Money In | the form of | |
| Escrow Agent | Received by | | Date/Time |
| Address | | | Phone |
| City | State | Żlp | Fax |
| | CONTRAC | T RECEIPT | |
| Receipt of the Contract is a | acknowledged. | | |
| Escrow Agent | Received by | Email Address | Date |
| Address | - | | Phone |
| City | State | Zip | Fax |
| | ADDITIONAL EARNI | ST MONEY RECEIPT | · · · · · · · · · · · · · · · · · · · |
| Receipt of \$ | additional Earnest N | foney in the form of | |
| Escrow Agent | Received by | Email Address | Date/Time |
| Address | | | Phone |

Zip

State

City

Fax

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Zachary Hudler on behalf of Zachary Hudler

Bar No. 24032318

zachary@hudlerlaw.com Envelope ID: 78806846

Filing Code Description: Application on Sale of Real Property

Filing Description: Application to Sell Real Property

Status as of 8/23/2023 7:48 AM CST

Associated Case Party: Gregory Steele

| Name | BarNumber | Email | TimestampSubmitted | Status |
|---------------|-----------|------------------|----------------------|--------|
| Nola DWinans | | winans@bplaw.com | 8/22/2023 4:49:09 PM | SENT |
| J Mark Brewer | | brewer@bplaw.com | 8/22/2023 4:49:09 PM | SENT |

Associated Case Party: Monica Quiroz

| Name | BarNumber | Email | TimestampSubmitted | Status |
|---------------------|-----------|-----------------------|----------------------|--------|
| Zachary Paul Hudler | 24032318 | zachary@hudlerlaw.com | 8/22/2023 4:49:09 PM | SENT |

Case Contacts

| Name | BarNumber | Email | TimestampSubmitted | Status |
|----------------|-----------|---------------------|----------------------|--------|
| Thomas Felps | | tfelpslaw@gmail.com | 8/22/2023 4:49:09 PM | SENT |
| MALINDA TUCKER | | btm777@yahoo.com | 8/22/2023 4:49:09 PM | SENT . |