

AUCTION PROPERTY- Online bidding starts 3/7
LIVE AUCTION to be held on-site 4/7/2018 at Noon



3615 N. Briarwood Brenham, TX 77833

Custom built 3/2/2 brick home on 0.813 acre oak tree covered lot. Well maintained home has many nice features including vaulted ceilings with crown molding, ceiling fans, fireplace, wood laminate floors and lg frame windows overlooking tree shaded fenced back yard. Floor plan includes huge family room with fireplace, formal dining, breakfast area, and utility room. Outdoors enjoy a large covered back porch and patio along with an oversized 2 car garage. Recent updates within the last 3-10 years include roof cover, hvac and windows. 10% buyer premium. Final sale subject to seller approval. Cash sale, no contingencies. \$5,000 cashier check necessary to bid. Title policy and survey paid by seller. Call today for an appointment. Roger Chambers, Texas auctioneer 16709

Preview dates: March 3 & 4, March 24 & 25 1-4pm
or BY appt. 979-830-7708



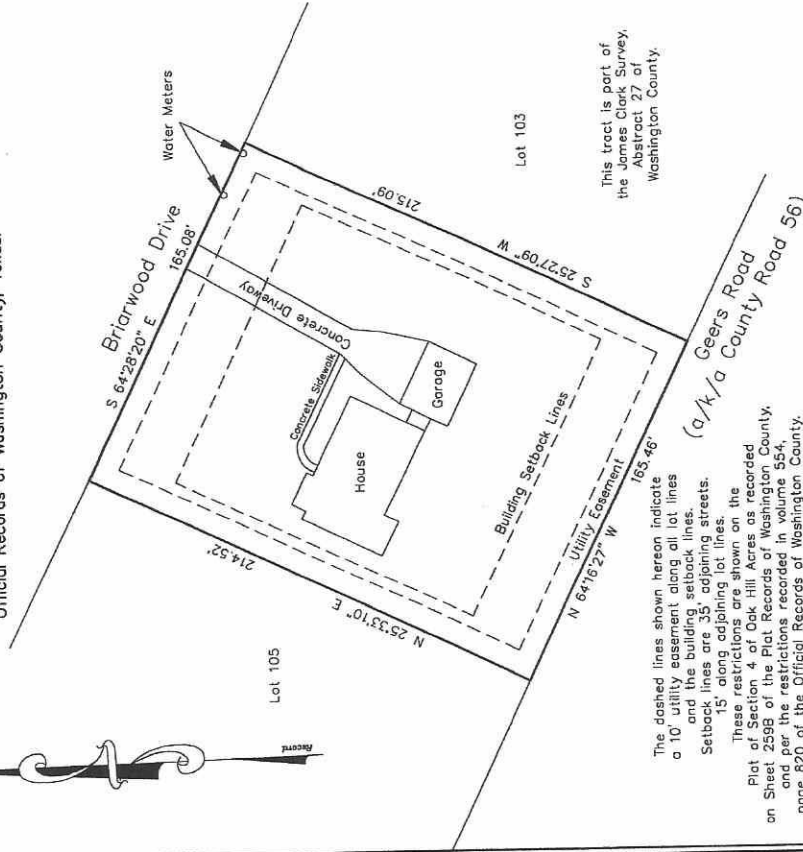
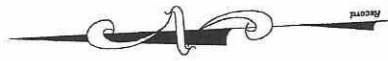
RE BIDSales
Roger Chambers, TDLR#16709
2201 Becker Dr.
Brenham, TX 77833
Office: 979-289-2159
Cell: 979-830-7708
www.rebidsales.com
rchambers@rebidsales.com

The information contained herein, while obtained from sources deemed reliable, is not warranted by
RE Bidsales



Washington County, Texas
Oak Hill Acres Section 4

Survey plat showing a 0.815 acre tract, being Lot 104 of Section 4 of the Oak Hill Acres Subdivision according to the Plat of Oak Hill Acres recorded on Sheet 2598 of the Plat Records of Washington County, Texas, and being that same tract as conveyed to A. Doyle Lindley and wife, Diana Lindley as recorded in volume 568, page 222 of the Official Records of Washington County, Texas.



This tract is part of the James Clark Survey, Abstract 27 of Washington County.

The dashed lines shown hereon indicate a 10' utility easement along all lot lines and the building setback lines. Setback lines are 35' adjoining streets and 15' along adjoining lot lines.

These restrictions are shown on the Plat of Section 4 of Oak Hill Acres as recorded on Sheet 2598 of the Plat Records of Washington County, and per the restrictions recorded in volume 554, page 820 of the Official Records of Washington County.



Survey Notes

Reference is hereby made to a land description, attached hereto and made a part hereof.

Bearings based on dead call as applied to found 1/2" iron rods on the Northeast line of this tract.

1/2" iron rods were found at all 4 corners.

According to the U.S. Department of Housing and Urban Development, Flood Hazard Boundary Map, Community Panel No. 481188 0005 A, effective date May 24, 1977, it appears that this tract does not lie within a Special Flood Hazard Zone "A".

The address of this property appears to be 3615 Briarwood Drive, Brenham, TX 77835.

To First American Title Insurance Company of Texas:

I hereby certify that this survey plat represents the facts as found during an on the ground survey made under my direct supervision on May 25, 1998, and that it substantially conforms to the current Standards and Specifications for a Category 1A, Condition II Survey.

Rocky Von Roessler

Rocky Von Roessler
Registered Professional Land Surveyor
Number 4702

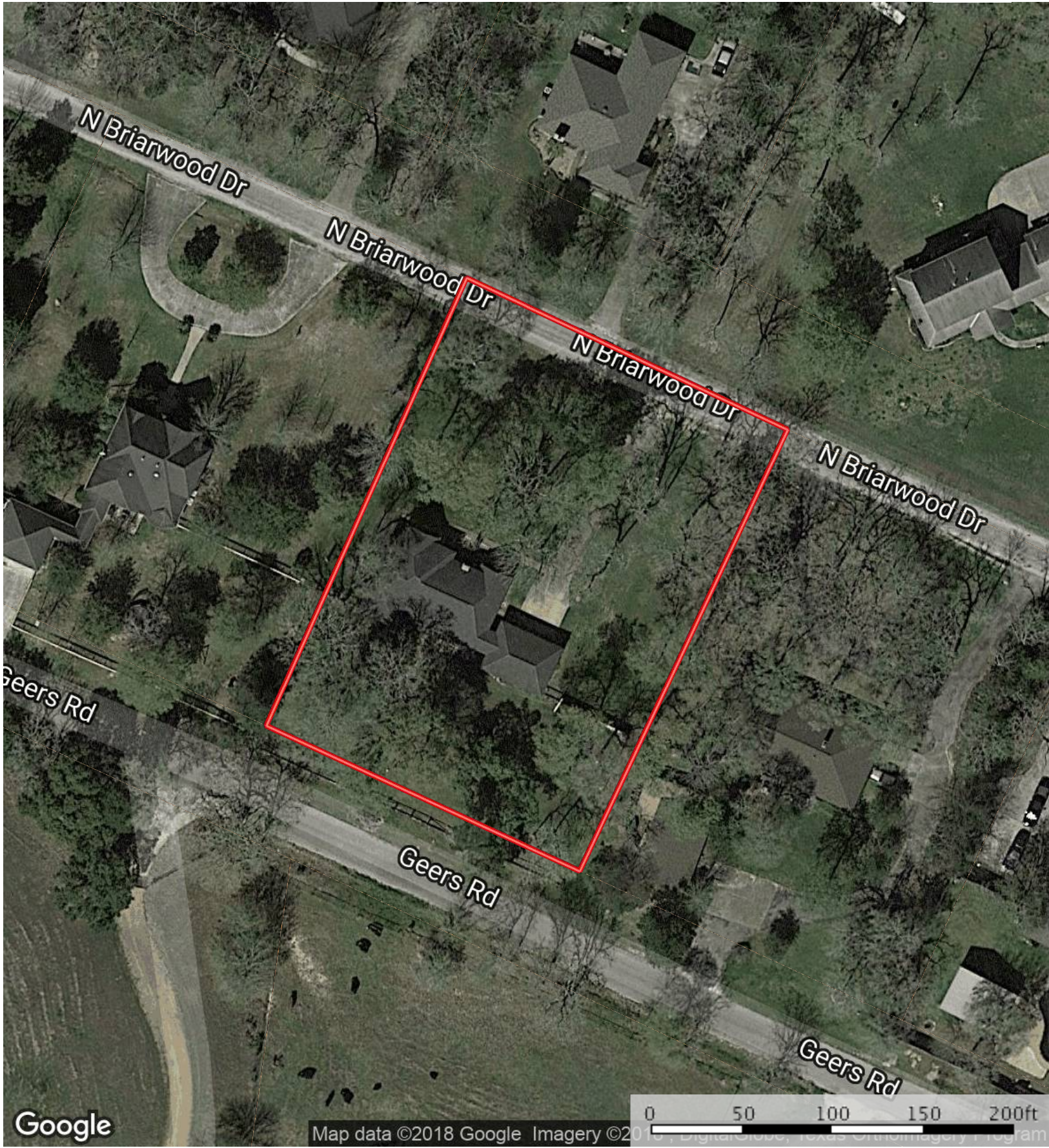
Prepared By **Rocky Von Roessler, RPLS # 4702**
6339 Skillet Rd. LaGrange, TX 78945 409-247-4321

Drawn By: RWR Date: 9-26-98 Scale: 1"= 30' Book: Page: 1
Disc: Revision: Drawing: 99104 W.D. # 99104

→ _____ **Buyer**

→ _____ **Seller**

3615 N Briarwood
Washington County, Texas, AC +/-



Google

Map data ©2018 Google Imagery ©2015, DigitalGlobe, Texas OrthoImagery, Program

Boundary

TERMS & CONDITIONS
REBIDSALES INC. PROPERTY OFFERING
REAL ESTATE AUCTION
3615 N. BRIARWOOD BRENHAM, TX 77833

Procedure: The property will be offered for sale via the RE BidSales process with a live on-site auction and online bidding with bids to be completed by 12pm CST April 7, 2018.

Earnest Money: 10% of High Bid Price is due immediately from successful bidder and acceptance by seller payable to Botts Title Company. Remaining balance of High Bid Price is due at closing. \$5,000 cashiers check to be eligible to bid.

Bid Acceptance: Property is being sold with reserve. Successful Bidder shall immediately sign Purchase Contract to be presented to Seller. All bids are subject to seller approval. Property is being sold "AS IS" with NO contingencies. Obtaining financing is the sole responsibility of the Buyer and contract is NOT contingent upon financing or any other contingencies.

Buyers Premium: A Buyer's Premium, totaling 10% of High Bid Price is due upon acceptance of bid and made payable to Real Estate Bid Sales and is non-refundable except in the instance of title defects by seller. If seller is unable to provide the warranty deed and title as provided in the contract the buyer's premium will be refunded to buyer.

Closing: Closing shall take place on or before April 18, 2018.

Possession: Possession shall be given to buyer at closing and funding.

Title/Survey: Seller shall furnish title according to exceptions listed in contract and title insurance policy and will provide a warranty deed, survey and T-47 affidavit.

Taxes: Taxes payable for current year shall be paid and or prorated at closing. Any past due taxes will be paid at seller's expense at closing.

Agency: Real Estate Bid Sales, Inc. or Market Realty Inc .and its representatives are listing agents of the Seller and reserve the right to act as intermediary with buyer and seller approval.

Cooperative Brokers who represent the Buyer and register the buyer before the bid deadline will be paid a 2% commission of the high bid price at closing from RE Bid Sales Inc. Co broker must register by completing the section below. No commission will be paid to any agent acting as a principal in the transaction. No exceptions.

Property Condition & Inspection: Property is being sold “as is, where is”, and buyer accepts the property in its current condition with all faults or conditions and seller, sellers agents or representatives, RE BID Sales Inc or agents make no representation as to the condition or suitability of the property for any purpose. Buyers are encouraged to inspect property prior to submission of bid. Buyers assume risk of doing so.

Additional Items:

Acceptance of terms and conditions by buyer. No bids will be accepted unless terms and conditions have been signed and agreed by buyer.

Buyer	Date
-------	------

Buyer address	phone	email
---------------	-------	-------

Co Broker/Buyers agent	Date
------------------------	------

Co Broker address	phone	email
-------------------	-------	-------



TEXAS ASSOCIATION OF REALTORS®
SELLER'S DISCLOSURE NOTICE

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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 _____

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

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

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

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

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

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

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

(TAR-1406) 09-01-17

Initialed by: Buyer: _____

and Seller: DI

Aug 2-4-18

Page 1 of 5

Market Realty, Inc. 3281 Becker Dr. Greerham, TX 77833

Phone: (979) 331-5666

Fax: _____

Entitled

Roger Chambers

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Concerning the Property at 3615 N. Blairwood Dr.

Water supply provided by: city well MUD co-op unknown other: _____

Was the Property built before 1978? yes no unknown

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

Roof Type: Comp Age: 10-12 years (approximate)

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

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

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		<u>X</u>
Ceilings		<u>X</u>
Doors		<u>X</u>
Driveways		<u>X</u>
Electrical Systems		<u>X</u>
Exterior Walls		<u>X</u>

Item	Y	N
Floors		<u>X</u>
Foundation / Slab(s)		<u>X</u>
Interior Walls		<u>X</u>
Lighting Fixtures		<u>X</u>
Plumbing Systems		<u>X</u>
Roof		<u>X</u>

Item	Y	N
Sidewalks		<u>X</u>
Walls / Fences		<u>X</u>
Windows		<u>X</u>
Other Structural Components		<u>X</u>

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

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

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

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

(TAR-1406) 09-01-17

Initialed by: Buyer: _____ and Seller: [Signature]

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Unlabeled

Concerning the Property at _____

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

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

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

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 _____

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

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

Inspection Date	Type	Name of Inspector	No. of Pages

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

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

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

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

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

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ___ unknown ___ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

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

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

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

Signature of Seller

Date

Signature of Seller

Date

Printed Name: _____

Printed Name: _____

(TAR-1406) 09-01-17

Initialed by: Buyer: _____

and Seller: _____

Page 4 of 5

Concerning the Property at _____

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: <u>D.B.E.</u>	phone #: _____
Sewer: <u>Subdivision</u>	phone #: _____
Water: <u>Subdivision</u>	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____

- (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.

Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	



Information About Brokerage Services

11/2/2015

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:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential 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.

Licensed Broker /Broker Firm Name or Primary Assumed Business Name <i>Roger Chambers</i>	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No. <i>2-4-13</i>	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov
IABS 1-0 Date

Marion Realty, Inc. 1281 Becker Dr. Brookhaven, TX 77033
Roger Chambers

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Phone: (979) 836-9499 Fax:

Excluded

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: 2-5-18 GF No. _____
Name of Affiant(s): Doyle Lindley
Address of Affiant: 3615 N Briarwood Brenham TX 77833
Description of Property: Lot 104 Section 4 Oak Hill Acres
County: Washington, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of Texas, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")

2. We are familiar with the property and the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since 5-2-99 there have been no:
a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
b. changes in the location of boundary fences or boundary walls;
c. construction projects on immediately adjoining property(ies) which encroach on the Property;
d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

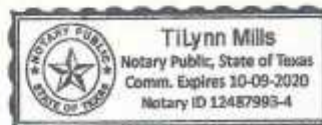
EXCEPT for the following (If None, Insert "None" Below):

Doyle Lindley none

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

Doyle Lindley



SWORN AND SUBSCRIBED this 5 day of February, 2018
Notary Public Tilynn Mills

(TAR-1907) 02-01-2010

Vesting Deed

WARRANTY DEED WITH VENDOR'S LIEN

3396

THE STATE OF TEXAS :
 COUNTY OF WASHINGTON :
 : KNOW ALL MEN BY THESE PRESENTS:

That J-M PROPERTIES, a partnership, of the State of Texas, for and in consideration of the sum of TEN DOLLARS and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantees of their one certain promissory note of even date herewith in the principal sum of SEVENTY-NINE THOUSAND AND NO/100. (\$79,000.00) payable to the order of FIRST SAVINGS ASSOCIATION OF BRENHAM at its office in Brenham, Washington County, Texas, as therein provided, and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorneys fees, said note representing consideration paid to Grantor herein only to the extent of the purchase price of the herein described property, and said note being secured by the vendor's lien herein retained by Grantor and transferred and assigned to FIRST SAVINGS ASSOCIATION OF BRENHAM only to the extent of the purchase price of said property, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to KEVIN R. LEHMANN, Trustee;

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto A. DOYLE LINDLEY and wife, DIANA LINDLEY, of the County of Washington and State of Texas, all of the following described real property in Washington County, Texas, to-wit:

All that lot or parcel of land, situated in Washington County, Texas, being Lot Number 104, Section 4, OAK HILL ACRES, a subdivision as per map and dedication of such subdivision recorded at sheet 2598, Plat Records of Washington County, Texas;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in

JAMES REESE JONES
 ATTORNEY AND COUNSELOR
 AT LAW
 308 NORTH MARKET
 BRENHAM, TEXAS 77822

Seller

Buyer

anywise belonging, unto the said grantees, their heirs and assigns forever; and it does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, the extent of the purchase price of the herein described property is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The FIRST SAVINGS ASSOCIATION OF BRENNHAM, at the instance and request of the grantees herein, having advanced and paid in cash to the grantor herein that portion of the purchase price of the herein described property as is evidenced by a portion of the hereinbefore described \$79,000.00 note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said FIRST SAVINGS ASSOCIATION OF BRENNHAM, to the extent of the purchase price hereof, without recourse on grantor for payment thereof.

In addition to the liens created or mentioned herein this conveyance is made and accepted subject to:

1. Restrictions, covenants, conditions and easements as recorded in Volume 554, Page 820, Official Records of Washington County, Texas.
2. Building lines, easements and provisions as set out on plat recorded at Sheet 259B, Plat Cabinet, Washington County, Texas.
3. The property hereinabove described is part of the 287.75 acres in the E. Allcorn and James Clark Leagues, Washington County, Texas, on which there was established the Oak Hill Fresh Water Supply District as shown by Certified Copy of Orders of the Commissioner's Court Canvassing Returns and Declaring Result of

Seller

Buyer

Election for the Creation of and Establishment of Oak Hill Fresh Water Supply District as shown by instrument dated September 9, 1969 as recorded in Volume 294, Page 492, Washington County Deed Records.

4. All of the oil, gas and other minerals reserved per the restrictions herein referenced to and instrument recorded at Volume 437, Page 620, Deed Records of Washington County, Texas.

EXECUTED this 10 day of August, 1987.

J-M PROPERTIES
BY: Charles W. Machehl
CHARLES W. MACHEHL
General Partner

THE STATE OF TEXAS :
COUNTY OF WASHINGTON :

This instrument was acknowledged before me on August 10, 1987, by CHARLES W. MACHEHL, General Partner of J-M PROPERTIES, a partner on behalf of said partnership.

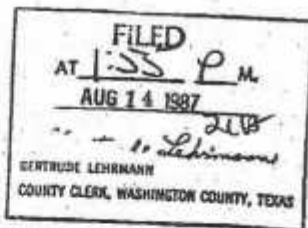


Addressee of Texas:

A. Doyle Lindley and wife,
Diana Lindley
1006 Hillside Drive
Brenham, Texas 77833

Sarah H. Spencer
NOTARY PUBLIC, STATE OF TEXAS

SARAH H. SPENCER
Notary Public in and for the State of Texas
My Commission Expires 12-1-88



STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on



AUG 19 1987
Gertrude Lehmann
Gertrude Lehmann, County Clerk
Washington County, Texas

seller

Buyer

RESTRICTIONS, CONDITIONS AND COVENANTS

OAK HILL ACRES

470

SECTION 4

WASHINGTON COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

THAT J-M Properties, a partnership composed of Charles W. Machemehl and James J. Johnston, is the owner of all that certain real property situated in Washington County, Texas, known as OAK HILL ACRES, SECTION 4 (hereinafter referred to as the "Subdivision"), according to the Plat of said Subdivision, filed for record in the Office of the County Clerk of Washington County, Texas, and recorded at sheet(s) 259B, Plat Records of Washington County, Texas.

J-M Properties, a partnership, the developer of the Subdivision, desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots and reserve(s) in the Subdivision for the benefit of the present and future owners of lots and reserve(s) within said Subdivision, and for protection of property values in the Subdivision, and, to that purpose, said developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, conditions and easements to apply uniformly to the use, improvements, occupancy and conveyances of all lots (or reserve(s) as the case may be) in the Subdivision; and each Contract or Deed which may be hereafter executed with regard to any of the lots (or reserve(s)) in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provisions (regardless of whether or not the same are set out in full or by reference in said Contract or Deed).

All oil, gas and other minerals in and under and that may be produced from the land within the Subdivision are hereby RESERVED unto J-M Properties, its successors and assigns. J-M Properties does hereby permanently waive the use of any of the surface of the Subdivision for the purpose of carrying out operations to produce oil or gas.

Surface
waiver

Seller

Buyer

LOTS 83 THROUGH 143
OAK HILL ACRES, SECTION 4,
(HEREINAFTER CALLED THE "LOTS")

1.

1.01 All lots shall be used for single-family residential purposes only and for no other purposes. No structures shall be erected on any lot other than a detached single family dwelling not to exceed two stories in height and other outbuildings incidental to residential use.

Each residence in the subdivision shall front upon an interior street within the subdivision as dedicated per the plat of the subdivision. No residence shall front on County Road 56 or 56A. Any residence on a corner lot may front on either street, or toward the intersecting point of the two streets.

The owner-developer hereby RETAINS AND RESERVES unto itself the 0.572 acre tract and the 0.029 acre tract shown on the plat.

The subdivision is part of the Oak Hill Fresh Water Supply District No. 1, per instrument recorded in Volume 294, page 492, Deed Records of Washington County, Texas; and this water district constitutes a taxing authority encompassing the lots.

The rules and regulations applicable to subdivisions in Washington County, Texas, and the rules of the Oak Hill Fresh Water Supply District No. 1, and to the extent applicable, ordinances of the City of Brenham, Texas, and revisions thereof concerning residential development are hereby adopted and made a part hereof and shall apply to this Subdivision to the extent same are not in conflict with the terms hereof.

In the event of any conflict between the provisions hereof and the appropriate rules and regulations as hereinabove referred to, the more restrictive provision shall be deemed to apply.

The general notes, building lines, and easements as set forth on the plat of the Subdivision hereinabove referred to are adopted hereby and made a part hereof.

1.02 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or the Subdivision. No person shall discharge a gun, pistol or firearm, air-rifle, air-pistol, or bow and arrow; activated by whatever means including gunpowder, compressed air or gas, or spring or cannon cracker or torpedo as the same are defined by the laws of the State of Texas, and no person shall discharge firecrackers, rockets, roman candles or fireworks of any type on, over or across any lot, street, or easement within the Subdivision. Storage of vehicles shall not be permitted in the Subdivision.

Seller

Buyer

1.03 No manufacturing or commercial or professional enterprise or enterprises of any kind for profit shall be maintained upon or in connection with any lot, nor shall any said lot in any way be used for other than strictly residential purposes. However, the owner of a lot may be engaged in an occupation that involves telephone calls to a residence as long as visits from the public to the residence in connection with such occupation are not involved that detract from the residential character of the lot.

1.04 No cows, horses, sheep, goats, hogs, chickens, ducks, rabbits, or any other animals or fowls or poultry, except household pets, shall be kept, staked, pastured or permitted on any lot in the Subdivision; but in no event shall any person keep household pets for commercial purposes. No lot owner(s) shall keep or maintain more than 2 household pets (dogs, cats, or a combination thereof) on any lot covered by these restrictions.

Should any animal be deemed a nuisance (noise or otherwise) the owner(s) shall be so advised in writing by the concurrence of three (3) lot owner(s). Failure by the Owner(s) to correct the situation shall result in removal of the animal or animals from the subdivision without liability to the owner(s) of the offending animal.

1.05 No part of the Subdivision or any lot therein or any area within the area encompassed by Highway 36 and County Road 56 and 56A shall be used for the dumping of rubbish, trash or other waste. All trash, garbage, and other wastes shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. All household and yard tools and equipment shall be kept out of sight in enclosed storage areas except when in use. All containers or other equipment for the storage or disposal of trash and/or waste shall be kept clean and in good repair.

1.06 No use of any lot shall be made for any purpose that would result in the pollution of the waters above, below or adjacent to the surface of the Subdivision.

1.07 No excavation for stone, gravel, or earth shall be made on any lot except in connection with the erection of improvements.

1.08 No sign of any kind shall be displayed to the public view on any lot, except one sign containing a surface area of not more than six (6) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale of a residence; or one small sign displaying the owner's name and address.

1.09 The owners or occupants of all lots of the Subdivision shall at all times keep all weeds and grass thereupon cut in a

Seller

Buyer

sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements. No weeds and grass shall be allowed to grow above an average height of fifteen inches. Such owners or occupants shall not permit the accumulation of garbage, trash, or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in the Subdivision in observing the above stated requirements, or any of them, after written notice, employees or agents of the developer or any other lot owner or occupant, their successors and assigns may, without becoming liable to the owner or occupant, in trespass or otherwise, enter upon such lot, and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash, rubbish, etc. so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant as the same may be, and the owner or occupant agrees by the purchase or occupation of any lot in the Subdivision to pay such bill or statement immediately upon receipt thereof. The entity performing such service shall have a lien and charge against any lot for any such monies so advanced, and the failure to observe these covenants shall constitute a breach of any contract for the purchase of a lot within the Subdivision. The lien provided for herein shall be subordinate to any lien encumbering the property for purchase thereof or for construction of improvements thereon or taxes there against.

1.10 No lot in the Subdivision shall be subdivided or a portion thereof conveyed except as between respective owners of full lots contiguous thereto; and any such attempt to otherwise subdivide ownership of a lot shall be absolutely void. No dwelling or residence shall be erected upon any parcel less than one full lot as shown on the plat of the Subdivision. Nothing herein contained shall prohibit the construction of a single residence on two (2) lots, in which case both such lots shall be considered as one lot for building purposes.

1.11 The owner and developer, their successors, devisees and assigns assume no liability for theft, loss, damage or injury to anyone.

2.

BUILDING RESTRICTIONS

2.01 All structures and improvements placed upon any lot shall be constructed of new materials (except for architectural items not affecting the structural integrity of the improvements to be made or used for decorative effect and approved by the Architectural Control Committee). All improvements made a part of a lot shall be erected and constructed on said lot. No prefabricated structure may be placed upon a lot and used as a residence or a garage.

Seller

Buyer

No mobile home or trailer or manufactured home, as those terms are used in their broadest sense, may be placed at any time upon any lot.

No metal dwellings, carports or buildings (except for small storage buildings) may be placed upon or made a part of any lot.

No sheet metal or metal panels shall be used in any storage building unless such sheet metal panels shall have factory applied paint or be factory anodized. Any metal storage building or tool house not built by a commercial manufacturer shall be of design, appearance, quality and materials comparable to those built by commercial manufacturers.

Metal components such as shutters, siding and eaves may not be used in the construction of any residence and/or garage, except on a very limited basis and only upon specific written approval by the Architectural Control Committee.

2.02 No improvements shall be placed on any lot until the building plans, specifications and plot plans showing the location of such improvements on the lot have been approved in writing by the Architectural Control Committee. Likewise, the alteration of any existing improvements which materially affects or changes the exterior design thereof may not be made until the plans for such alterations have been approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee disapproves of any such plans or specifications, such notice shall set forth the elements disapproved and the reason or reasons herefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural/Control Committee in this respect shall be in the exercise of its sole and absolute discretion and shall be final and conclusive. If the Architectural Control Committee fails to approve or disapprove any plans, specifications and/or plot plans within thirty (30) days after the same have been received by the said Committee, it will be presumed that the same shall have been approved.

If construction of the improvements for which the plans, specifications and/or plot plan have been submitted is not commenced within four (4) months of the date of the approval by the Architectural Control Committee, the approval and the authority coincident thereto shall become null and void unless the Architectural Control Committee shall grant a specific extension in writing.

2.03 Each dwelling, once commenced, must be "dried in" within nine (9) months from the date of commencement thereof. By the term "dried in" is meant that the exterior must have the appearance of being a complete house, including all necessary windows, doors, roof, paint and trim. If any such residence is not "dried in" within the prescribed time period, the owner of the same, by the acceptance of a deed of said lot, gives the

Seller

Buyer

Architectural Control Committee or its representatives or agent the right and authority to enter upon the lot upon which structure is situated and to disassemble such structure and store the building materials on the premises or elsewhere at the discretion of the Architectural Control Committee, until the owner of said lot or its assigns, has demonstrated to the Architectural Control Committee the ability to complete said dwelling within a prescribed time not to exceed six (6) months. The owner of any such lot, and its assigns, agrees, by acceptance of a deed to such lot, that the Architectural Control Committee or its agent or representatives shall not be liable in trespass or otherwise in entering upon said lot and dismembering any such dwelling.

2.04 No house may be constructed or covered with tar paper, metal or any other material other than that customarily used for the erection of houses in the price range contemplated by and set forth in these restrictive covenants. All houses shall be at least 75% masonry exterior construction. All dwellings constructed on single family residential lots shall have a minimum of fifteen hundred (1500) square feet of living area, not counting stoops, porches, screened-in patios, garages, verandas or like areas.

2.05 No part of a building shall be located on a lot nearer than 35 feet to any street. No part of a building shall be located nearer than 15 feet to any interior lot line. In the event of common ownership of more than one (1) lot in the construction of one (1) dwelling on more than one (1) lot, the combined area owned shall be considered as one (1) lot for this purpose.

2.06 No structure shall be occupied or used for residential or storage purposes (other than for storage of building materials to be used in the construction and completion of improvements) until the exterior thereof shall have been fully completed in accordance with the approved plans and specifications.

2.07 No tent, shack, camper or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot except during the construction of permanent structures. No "above ground" swimming pools shall be permitted in the Subdivision other than the portable type used for small childrens' play.

2.08 No fence, wall or hedge, shall be located nearer any front street line or nearer any side street line than ten (10) feet. All fencing materials used in the design of the fence shall be wood, chain link or brick/stone and shall be approved by the Architectural Control Committee prior to the erection thereof. All fences shall be maintained in a neat, attractive manner by the lot owner.

Seller

Buyer

2.09 Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off street parking for all of his vehicles. All boats, camping trailers, motor homes, and similar vehicles shall be neatly stored off street.

2.10 An easement is expressly reserved in, on, over and under and through those portions of the lots as shown on the Subdivision map for the purposes of installing, extending, repairing and maintaining electric power, water, sewage, gas, telephone and similar utility facilities and services. There is also reserved and dedicated hereby for the use of any public utility company an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to and above all dedicated utility easements as shown on the map of the Subdivision. The easements reserved and dedicated under the terms and provisions hereof and under the terms and provisions of the Subdivision plat shall be for the general benefit of the Subdivision as herein defined and any other land owned or required by the developer in the vicinity thereof, and shall also inure to the benefit and may be used by any public utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies. Fences, walls and shrubbery hedges shall be permitted on such easements except for those easements being used for underground electric and/or telephone systems, provided:

a. That such fences, walls and hedges do not interfere in any way with the use of such easements by any public or private utilities then utilizing or thereafter designed to utilize the same; and

b. That the right of the owners of such fences, walls and hedges shall at all times be and remain subordinate and inferior in every way to the right of the public utilities; and

c. That such public utilities at any time may, without liability of any kind to the owner or owners thereof, remove any such fence, wall or hedge where the removal of the same is incidental to or necessary for the performance of public utility operations. No buildings or structures of any character or portion thereof shall be erected or allowed to remain on any utility easement.

No individual sewage disposal system shall be permitted on any lot and all sewage must be disposed of in lines provided by the Oak Hill Fresh Water Supply District No. 1.

Any butane or propane tank(s) shall be required to be installed underground.

Seller

Buyer

No individual water well may be used as the water supply source for any house, and all water supplied to the source for any house shall be by lines provided by the Oak Hill Fresh Water Supply District No. 1. A well may be drilled for watering purposes but any such usage shall not be incorporated into the water lines utilized by the Oak Hill Fresh Water Supply District No. 1.

2.11 All dwellings and other structures shall be kept and maintained in good repair and must be painted, treated or cared for when necessary to preserve their attractiveness.

3.

THE ASSOCIATION AND THE MAINTENANCE FUND

The developers reserve the right to establish a property owners association with such rules and regulations as may be reasonable to promote the civic interests of persons owning or occupying lots in the Subdivision, to promote the safety and health of such persons, security protection of such persons, and to promote the cleanliness, beautification and protection of the property in the Subdivision, all to be funded by a required assessment of an annual maintenance charge against each individual lot as per the Plat of the Subdivision. Any such assessment shall be secured by, and shall have, a lien and charge against any lot for any such funds. The lien provided for herein shall be subordinate to any lien encumbering the property for purchase thereof or for construction of improvements thereon.

In the event such an association is formed, each lot owner shall be a member thereof by virtue of his ownership.

The developers and J-M Properties, its successors and assigns, shall be specifically excluded from any requirement to pay maintenance charges on any lot in the Subdivision owned.

4.

THE ARCHITECTURAL CONTROL COMMITTEE

4.01 The Architectural Control Committee, (The "Committee") shall consist of three (3) members, each of whom shall be the owner of a lot(s) in the Subdivision, or the developer or its designees. The initial Architectural Control Committee shall consist of JAMES REESE JONES, TERRANCE WARMKE and CHARLES W. MACHENSEHL. Any vacancy or resignation shall be filled by the resigning party naming a successor who shall be subject to prior approval by the remaining two members, or, in the event no successor has been named, or in the event such successor is not approved by the remaining two members then by the remaining two members naming the third member. The Committee may adopt rules governing the conduct of its business.

Seller

Buyer

4.02 The Committee shall approve in advance any construction proposed for any lot in the Subdivision. The Committee shall determine whether the same meets the specific requirements of these protective covenants. In addition, and without limitation, except as otherwise herein provided, the Committee shall have the right to approve the type and size of the proposed structure, the quality of materials and workmanship, the harmony of the external design in relation to existing structures, and the location with respect to the topography of the property.

4.03 The Committee shall have the power in specific cases where, owing to special conditions, enforcement of one or more of these protective covenants will result in hardship to the lot owner, to make a special exception thereto, and may substitute other conditions therefor, so that the spirit of these protective covenants will be preserved.

5.

SPECIAL PROVISIONS

5.01 No shrub or tree planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the lines of such intersecting streets and a line connecting such lines at points 15 feet from their intersection, or, in the case of a rounded corner, from the intersection of the paved lines so extended. The same sight line limitation shall apply to any lot within 20 feet of the intersection of a street line and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than 6 feet above the ground level. All roads in the subdivision have been accepted for maintenance by the Commissioner's Court of Washington County, Texas.

5.02 No truck, other than a "pick up truck", bus, or similar vehicle shall be left parked in the street in front of any lot except for construction and repair of equipment while a residence or residences are being built or repaired in the immediate vicinity.

Guests of a lot owner may park on the street in front of his lot for a reasonable period of time.

6.

GENERAL PROVISIONS

6.01 These protective covenants shall constitute covenants running with the land and shall be binding on and inure to the benefit of the owners and developer, their successors and assigns, and all other persons claiming by, through or under them, until January 1, 2020, after which time they shall be

Seller

Buyer

automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the lot owners in the subdivision has been recorded, agreeing to a change therein in whole or in part.

6.02 These restrictions, conditions, and covenants may be amended at any time after January 1, 2005, by an instrument signed by a majority of the lot owners in the Subdivision.

6.03 These protective covenants may be enforced by the developer, the Committee, or by the owner of any lot in the Subdivision either by proceedings for injunction or to recover damages for breach thereof or both. When additional lots are platted by the developer, the owners of lots in the Subdivision shall have standing to enforce the protective covenants applicable to the subsequent lots, which shall be similar to, but need not be identical to these protective covenants. Likewise, the property owners in such additional lots shall have standing to enforce the restrictions, covenants and conditions herein contained. Any suit hereunder shall be filed in any court of competent jurisdiction with venue to be in Washington County, Texas.

6.04 Any one who has executed a contract to purchase any lot in the Subdivision shall be deemed for all purposes hereunder to be the owner of such lot if they have under such contract the right to possession of such lot, whether or not such right is conditional or limited.

EXECUTED THIS 4th day of February, 1987.

J-M Properties, a partnership

BY: *Charles W. Machehl*
CHARLES W. MACHEHL
General Partner

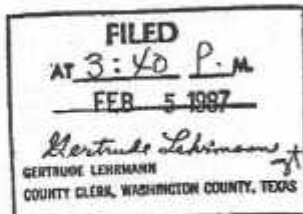
THE STATE OF TEXAS :
: COUNTY OF WASHINGTON :

This instrument was acknowledged before me this 4th day of February, 1987, by CHARLES W. MACHEHL, a general partner of J-M Properties.



J.M. Martin
Notary Public State of Texas
Commission Expires 12-6-89

J.M. Martin
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on



FEB 11 1987
Gertrude Lehmann
Gertrude Lehmann, County Clerk
Washington County, Texas

seller

BUYER

VOL 437 PAGE 680

WARRANTY DEED WITH VENDOR'S LIEN

3356

THE STATE OF TEXAS
COUNTY OF WASHINGTON

§
§ KNOW ALL MEN BY THESE PRESENTS
§

That I, JAMES J. JOHNSTON, of the County of Washington and State of Texas for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantees of their one certain promissory note of even date herewith in the principal sum of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00), payable to the order of Grantor and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees; the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to JAMES REESE JONES Trustee;

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto J - M PROPERTIES, a Partnership comprised of JAMES J. JOHNSTON and CHARLES W. MACHEMEHL, of the County of Washington and State of Texas, whose address is Route 4, Box 70, Brenham, Texas 77833 all of the following described real property in Washington County, Texas, to-wit:

All of that certain tract or parcel of land more fully described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantees, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

JAMES REESE JONES
ATTORNEY AND
COUNSELOR AT LAW
204 EAST VULCAN
BRENNAN, TEXAS 77833

Seller

Buyer

But is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 7th day of July, 1982.

JAMES J. JOHNSTON

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on July 7, 1982
by JAMES J. JOHNSTON.



Gladys Watford
NOTARY PUBLIC, STATE OF TEXAS
GLADYS WATFORD
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES MAY 31, 1989

Seller

Buyer

J-M Development Corporation
SURFACE ONLY

A tract of land in Washington County, Texas, out of and a part of the Jas. Clark Lease, Abst. No. 27, and the land described herein containing a portion of the following tracts:

(1) That certain 84.71 acre tract described in deed from Martha Gregory Giezendanner Duchesneau, Acting Individually and as Co-Independent Executrix and Co-Trustee of the Estate and Under the Will of Charles J. Giezendanner, Jr., deceased, et al to Charles W. Machemehl, Trustee, dated 16 September 1963, recorded in Volume 249 at Page 594 of the Deed Records of Washington County, Texas, and being the same 84.71 acre tract conveyed by Charles W. Machemehl, Trustee, to Ralph A. Johnston, by deed dated 28 March 1966, recorded in Volume 302 at Page 400 of the Deed Records of Washington County, Texas.

(2) That certain tract described as 85.09 acres in deed from William A. Romero, et ux, to Charles W. Machemehl, Trustee, dated 28 May 1963 and recorded in Volume 247 at Page 332 of the Deed Records of Washington County, Texas.

(3) That certain tract described as 104.81 acres in deed from Chester E. Lange, et ux, to Charles W. Machemehl, Trustee, dated 6 May 1963, recorded in Volume 247 at Page 64 of the Deed Records of Washington County, Texas.

OF THE ABOVE, the residue of (2) the 85.09 acre Romero tract and the residue of (3) the 104.81 acre (103.05 acre) Lange tract are conveyed by Charles W. Machemehl, Trustee, to James J. Johnston by deed dated 28 October 1971 and recorded in Volume 308 at Page 323, Deed Records.

BEGINNING at the west corner of this tract, a point at an intersection of the southeast margin of County Road No. 56A with the northeast margin of County Road No. 56 for the west corner of the Giezendanner 84.71 acre tract partly contained herein.

THENCE with the southeast margin of County Road No. 56A and northwest boundary of said Giezendanner 84.71 acre tract, N. 26° E. approximately 965 ft. to a point.

THENCE, departing from said road, running in an easterly and northeasterly direction across the Giezendanner 84.71 acre tract, the Romero 85.09 acre tract and the Lange 104.81 acre tract to a point on the southwest margin of State Highway No. 36.

THENCE running in a southeasterly direction with said highway line approximately 475 ft. to the north or northeast corner of Lot No. 13, Section One, Oak Hill Acres.

THENCE running westerly and southwesterly with the northwest lines of said Section One and the Oak Hill Park Association tract to the southwest corner of Oak Hill Acres Section One, a point on the northeast margin of County Road No. 56 and southwest boundary of the Romero tract.

THENCE, with the southwest boundary of the Romero and Giezendanner tracts and northeast margin of said County Road No. 56, approximately N. 64° W. 2250 ft. to the place of beginning containing approximately 79 acres of land.

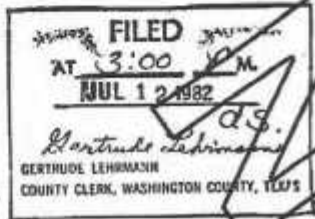
The above described tract contains a very approximate 23 acres off the southwest end of the Giezendanner tract, 48 acres off the southwest end of the Romero tract and 8 acres out of the northern tip of the Lange tract.

SAVE AND EXCEPT, and there is hereby reserved unto grantor, his heirs and assigns, all oil, gas and other minerals in and under and that may be produced from the herein described property; HOWEVER, grantor, on behalf of himself, his heirs and assigns, does hereby permanently and perpetually waive any and all right of use of the surface of the herein described property for the purposes of exploration for, or carrying out of operations for the production of oil, gas or other minerals.

Seller

Buyer

Surface
waiver



STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the
date and at the time affixed hereon by me and was duly
RECORDED in the Volume and Page of the Deed
RECORDS of Washington County, Texas, as stamped hereon by
me on



JUL 19 1982
Gertrude Lehmann
Gertrude Lehmann, County Clerk
Washington County, Texas

Seller

Buyer

2156

ORDER OF THE COMMISSIONERS' COURT CANVASSING
RETURNS AND DECLARING RESULT OF ELECTION FOR
THE CREATION AND ESTABLISHMENT OF OAK HILL
FRESH WATER SUPPLY DISTRICT AND FOR THE ELEC-
TION OF OFFICERS

THE STATE OF TEXAS
COUNTY OF WASHINGTON

ON THIS, the 11th day of August, 1969, the
County Commissioners' Court of Washington County, Texas con-
vened in REGULAR session, being open to the public, at
the regular meeting place thereof, the following members of
the Court, to-wit:

ODIS TOMACHEFSKY	COUNTY JUDGE, Presiding, and
JOHN SUMMERS	COMMISSIONER, Precinct No. 1
J. W. WHIDDON	COMMISSIONER, Precinct No. 2
ROBERT SCHROEDER	COMMISSIONER, Precinct No. 3
WALTER HARNEL	COMMISSIONER, Precinct No. 4

being present, and among other proceedings had by the Court were
the following:

The County Judge introduced the following order:

WHEREAS, heretofore, to-wit: on the 23rd day of
JUNE, 1969, this Court conducted a hearing in the time
and manner prescribed by law to determine whether there shall be
created in Washington County, Texas, a conservation district to
be known as OAK HILL FRESH WATER SUPPLY DISTRICT NUMBER ONE OF
WASHINGTON COUNTY, TEXAS, and pursuant to such hearing on said
date, this Court ordered that an election be held within the
boundaries of the proposed District on the 19th day of
JULY, 1969, to determine whether such proposed District
shall be created and established and for the election of five
supervisors, and a tax assessor - collector, and

WHEREAS, the returns of the election have been made to
this Court in the manner required by law, and it appears that
19 votes were cast "FOR" the Fresh Water Supply District
and 10 votes were cast "AGAINST" the Fresh Water
Supply District; that a majority of the participating qualified
electors voted in favor of the establishment of the District,
and it further appearing that for the office of Supervisors the
following votes were cast:

JOHN FRY	20	votes
WILLIAM T. SPENCER	20	votes
W. H. HARKNE		votes
DR. HENRY J. BOEHM, JR.	19	votes
DONALD R. MUZZY	19	votes
VERDIE ROMYKA	19	votes
FRED SCHWARTZ	1	votes
		votes
		votes

Seller

Buyer

All that tract or parcel of land situated in Washington County Texas out of the East Allcorn and James Clark Leagues --- more particularly described as follows:

Beginning at a point in the West R. O. W. line of State Highway No. 36 and the North R. O. W. line of a county road. Said point being the Southeast corner of the John S. Garnett four acre tract in the East Allcorn League, further described in Vol. 165, page 479, of Washington County Deed Records.

Thence North $89^{\circ}38'$ West, 486.27 feet along the North R. O. W. line of said county road to a point;

Thence continuing along said R. O. W. line North $89^{\circ}29'$ West, 590.00 feet to a point;

Thence South $86^{\circ}50'$ West, 1352.28 feet to an angle point in said R. O. W. line;

Thence North $27^{\circ}06'40''$ West, 842.28 feet to an angle point in said R. O. W. line;

Thence North $63^{\circ}15'$ West, 899.61 feet to an angle point in said R. O. W. line;

Thence North $63^{\circ}05'$ West, 703.86 feet to a point in said R. O. W. line;

Thence North $64^{\circ}58'$ West, 915.72 feet to a point of intersection of said R. O. W. line and the East R. O. W. line of another county road;

Thence North $26^{\circ}15'40''$ East, 4036.31 feet along the East R. O. W. line of said county road to its point of intersection with the West R. O. W. line of State Highway No. 36;

Thence South $31^{\circ}40'50''$ East, 2151.31 feet along the West R. O. W. line of said Highway No. 36 to a point;

Thence South $58^{\circ}21'30''$ West, 10.00 feet to a point;

Thence South $31^{\circ}38'30''$ East, 1,696.40 feet to a point;

Thence North $58^{\circ}21'30''$ East, 10.00 feet to a point;

Thence South $31^{\circ}18'10''$ East, 1921.87 feet to a point. Said point being the Northeast corner of the John S. Garnett tract, being also in the West R. O. W. line of State Highway No. 36;

Thence continuing along said R. O. W. line South $28^{\circ}18'$ East, 567.61 feet to the point of beginning.

Containing in all 287.75 acres of land more or less.

SElper

BUYER

1969

and for the office of Tax Assessor - Collector, the following votes were cast:

<u>JOHN F. YOUNG</u>	<u>19</u>	votes
		votes
		votes

the Court now makes and enters in its minutes the following order:

30 IN THE MATTER OF THE PETITION of MILTON K. TATE and others, praying for the establishment of a Fresh Water Supply District, as in said petition described, and designated as OAK HILL FRESH WATER SUPPLY DISTRICT NUMBER ONE OF WASHINGTON COUNTY, TEXAS,

BE IT KNOWN that an election was called for that purpose in said District and held on the 19 day of JULY, 1969, and a majority of the resident qualified voters of the District, voting thereat, voted in favor of the creation and establishment of said District.

NOW, THEREFORE, IT IS ORDERED BY THE COURT, that a Fresh Water Supply District be, and the same is hereby created and established under the name of OAK HILL FRESH WATER SUPPLY DISTRICT NUMBER ONE OF WASHINGTON COUNTY, TEXAS, composed of territory situated in Washington County, Texas, and being further described by metes and bounds as follows, to-wit:

seller

Buyer



REAL ESTATE BID SALES PURCHASE CONTRACT

THIS CONTRACT, made this the ____ day of _____ 2018, by and between
Doyle Lindley ("Seller")
and _____ ("Buyer").

1. AGREEMENT TO PURCHASE. In consideration of the sum as identified in paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by Warranty Deed, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as

Legal description: **Lot 104 Section 4 Oak Hill Acres, 3615 N. Briarwood Drive Brenham, TX 77833** Washington County, Texas, and described in the attached title report and shown on the attached map as: **together with all exceptions and matters described in the attached exhibit title report and exception documents.**

2. Purchase Price

High Bid Price	\$ _____
10.00 % Buyer's Premium Payable to Real Estate Bid Sales Inc at closing	+ \$ _____
Total Contract Price High Bid Price plus buyer premium	\$ _____
Down Payment/Deposit earnest money 10% of High bid price	- \$ _____
Balance due at closing In U.S. Funds, due at Closing, not including Buyer's closing Costs or financing costs, prepaids or prorations, in immediately Available cash or by confirmed wire transfer.	\$ _____

3. CLOSING. Shall take place at Botts Title Company whose address is 115 E. Main Brenham, TX 77833 on or before April 18, 2018
Phone 979-830-1279 At Closing, Seller shall deliver to Buyer a Warranty Deed, which shall convey title to the Property. Possession of the property shall be granted at Closing and funding, subject to those matters contained in the Title Commitment and this contract. Time is of the essence in this Contract.

4. TAXES AND OTHER PRORATIONS. The current year's Property Taxes shall be prorated between the Seller and Buyer at Closing. All back taxes if any, shall be the responsibility of the Seller.

_____ initialed by seller

_____ initialed by buyer

5. CLOSING COSTS.

Seller's Costs. At Closing, Seller shall pay the fees for preparation of the Warranty Deed, title policy, costs relating to tax certificates and overnight courier fees on behalf of the Seller.

Buyer's Costs. At Closing, Buyer shall pay the recording costs of the deed, overnight courier fee on behalf of the Buyer, homeowner association fees (if any), and Closing Agent's closing fees, buyer premium 10% and all additional sale or closing fees.

6. TERMS. This is a cash sale with earnest money being non refundable, with the balance due at Closing. This sale is not contingent upon financing.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THE CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THE CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT. Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit and Buyer Premium is non-refundable unless the Seller cannot close the transaction due to title defects not disclosed in the contract and title report.

8. DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)

(a) Buyer warrants and acknowledges to and agrees with Seller, Real Estate Bid Sales, INC that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller. (b) Buyer acknowledges to and agrees with Seller, Real Estate Bid Sales, INC and Auctioneer that with respect to the Property, Seller, Real Estate Bid Sales, INC and Auctioneer, have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property. (c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the property. Buyer(s) acknowledge(s) that they have executed this contract based solely on their own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR REAL ESTATE BID SALES, INC. OR AUCTIONEER or their affiliates, agents, officers, employees or representative. Buyer acknowledges that Buyer has

_____ initialed by seller

_____ initialed by buyer

not relied, and is not relying upon information, document, sales brochures or other literature maps or sketches, projection, pro forma, statement, representation, guarantee or warranty whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Real Estate Bid Sales, INC or Auctioneer. Buyer shall look only to Seller, and not to Real Estate Bid Sales, INC or auctioneer, as to all matters regarding this Agreement and the Property. Real Estate Bid Sales, INC or Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close title hereunder. (d) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against the Seller and Real Estate Bid Sales, INC or Auctioneer with respect to the condition of the Property, either patent or latent.

9. PROPERTY INSPECTION. It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information they deem important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller, Real Estate Bid Sales, INC and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This provision shall survive the Closing and any termination of this Contract.

10. TITLE. Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey map of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions, homeowners association fees and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions, set forth herein

Restrictions, covenants, conditions, reservations and easements recorded in Volume 554, Page 820 Official Records of Washington County, Texas. Building lines, easements and provisions as set out on plat recorded at Sheet 259B Plat Cabinet Washington County,

_____ initialed by seller

_____ initial by buyer

Texas. Subject to Oak Hill Fresh Water Supply District as shown by Certified Copy of Orders of the Commissioner's Court Canvassing Returns and Declaring Result of Election for the Creation of and Establishment of Oak Hill Fresh Water Supply District shown in Volume 294, Page 492 of Washington County Deed Records. All oil gas and other minerals reserved per restrictions and recorded in Volume 437 Page 680 Deed Records of Washington County Texas

(a.) Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Real Estate Bid Sales, INC nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete. Any fencing situated on the Property is not necessarily an indication of the property boundary. The Buyer shall be responsible for their own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense. Personal property will not be conveyed with the real estate EXCEPT AS INDICATED IN PARAGRAPH 11.

(b.) The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and Survey

11. FIXTURES AND PERSONAL PROPERTY. n/a

12. TITLE DEFECTS. If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions or the attached title report with exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit and Buyer Premium shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. COMMISSIONS. Commission is to be paid via Buyer's Premium according to Paragraph 2 of this agreement. Selling Broker/Auctioneer represent seller any co broker represents buyer.

14. BREACH OF CONTRACT BY SELLER. If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer may terminate this Contract and receive the Deposit and Buyer Premium, or seek specific performance of this Agreement. In no event shall Seller or Real Estate Bid Sales, INC or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. BREACH OF CONTRACT BY BUYER. In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit, Buyer Premium shall be forfeited to Seller and Auctioneer and Seller shall have all rights as allowed by law to file for damages, specific performance or

_____ initialed by seller

_____ initialed by buyer

Cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs. In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. CASUALTY. Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Date of Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. NOTICES. All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified mail, return receipt requested, or when delivery by a courier service to the addresses set forth next to the signature of each party below. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.

18. WAIVER. No failure or delay on the part of Seller in exercising neither any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. ENTIRE AGREEMENT; AMENDMENT. This written Contract and the Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer and Seller constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

20. SEVERABILITY. The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

21. ASSIGNMENT. Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

22. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.

23. COUNTERPARTS. The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

24. ACKNOWLEDGEMENT. The undersigned ("Buyer" and "Seller") certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is purchasing the Property on behalf of a for-profit entity, non-profit organization, or public agency, the Buyer is executing this Contract on behalf of such entity and Buyer certifies to Seller that Buyer has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the matters contained herein.

_____ initialed by seller

_____ initialed by buyer

25. ARBITRATION OF DISPUTES. Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Texas law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted by and in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation Services, Inc. or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved.

26. ATTACHMENTS. The following Attachments/Exhibits are attached hereto and fully incorporated herein by reference for all parties.

(a.) INFORMATION ABOUT BROKERAGE SERVICES

(b.) Survey and exception documents.

(c.) RE Bid Sales Terms & Conditions

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

Seller Signature: _____

Mailing address: _____

Phone: _____

Fax #: _____

Email: _____

Buyer Signature: _____

Mailing address: _____

Phone: _____

Fax #: _____

Email: _____

Broker and Auctioneer: Real Estate Bid Sales, Inc, Market Realty Inc

Broker Signature: _____

Phone: 979/289-2159 or 979/830-7708. Email: rchambers@rebidsales.com

Co-Broker Company: _____

Broker Signature: _____

Phone: _____

Email: _____