

Wire Instructions

Closing Company Information

Closing Company Name: TITLE 365
Closing Company Address: 2600 Maitland Center Parkway, Suite 260
Maitland, FL 32751
Closing Company Contact
Person: TITLE 365 CLOSER
Closing Company Email
Address: TEAM2@TITLE365.COM
Closing Company Phone No.: 877-365-9365

Wire Information

Bank Name: Wells Fargo Bank
ABA / Routing #: 121000248
Account Name: Title365 Company DbA Title365 NS Texas Trust Account
Account No.: 4094525466
Bank Address: 420 Montgomery, San Francisco, CA 94104
Phone: -

Please reference the Auction.com ID and property address:

ZS11595

11935 SONORA SPRINGS DR

Tomball

TX

77375

Additonal Notes: ALL INCOMING WIRE TRANSFERS MUST CONTAIN
PROPERTY ADDRESS AND BUYER FULL NAME FOR IDENTIFICATION
PURPOSES.

Post Auction Winning Bidder Notification

Referencing Property Located at: 11935 SONORA SPRINGS DR, Tomball, TX 77375,

IMPORTANT REMINDER: The Seller has not authorized you to enter the above-referenced property and possession is subject to the rights of any tenants or other parties occupying the premises.

Do not attempt to contact the tenants or occupants in any way until your purchase has closed. After closing, you may only contact the tenants or occupants as permitted by applicable law. You are hereby advised that you may be subject to civil and criminal penalties if you violate the rights of any tenant or occupant. You are encouraged to seek appropriate professional assistance after closing and before attempting to obtain possession of the property or entering the premises.

Seller reserves all rights and remedies against any purchaser who violates the above restrictions and could result in your offer being terminated.

After closing, it is your obligation to abide by applicable laws. If Auction.com learns that you have breached your obligations, your Auction.com bidding account will be suspended.


If you have any questions about purchasing occupied assets, please call us at 800-793-6107.


Sincerely,


Customer Service
Auction.com
800-793-6107


Page 1 of Contract of Contract Package

“Acknowledgement of Occupant Rights”

 _____ IMPORTANT REMINDER: The Seller has not authorized you to enter the above-referenced property and possession is subject to the rights of any tenants or other parties occupying the premises.

 _____ Do not attempt to contact the tenants or occupants in any way until your purchase has closed. After closing, you may only contact the tenants or occupants as permitted by applicable law. You are hereby advised that you may be subject to civil and criminal penalties if you violate the rights of any tenant or occupant. You are encouraged to seek appropriate professional assistance after closing and before attempting to obtain possession of the property or entering the premises.

 _____ Seller reserves all rights and remedies against any purchaser who violates the above restrictions and could result in your offer being terminated.

 _____ After closing, it is your obligation to abide by the terms of the lease. If Auction.com learns that you have breached your obligations as landlord under the lease, your Auction.com bidding account will be suspended.

DocuSigned by:

5B0C77EDED8431

Buyer Signature

11/12/2019
Date



AUCTION.COM

Important Transaction Details

Auction Event	O-1264S	Auction Date	11-07-2019
Auction Item No.	ZS11595		

Property Address	11935 SONORA SPRINGS DR
City	Tomball
State	TX
Zip	77375
County	Harris

Winning Bid	\$140,000.00	Earnest Money Deposit	\$7,000.00
Buyer's Premium	\$0.00	Auction Fee	\$7,000.00
Total Purchase Price	\$140,000.00	Subject to Confirmation:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

***Buyer Paid Document Preparation Fee \$35.00**

Buyer Name	Mahmoud Khader	Bidder No.	8729
Co Buyer Name			
Company Name	REAL ESTATE SOLID SOLUTIONS LLC	Purchase Type	Investment
Mailing Address	3100 S. Gessner Rd Suite 115 Houston, TX 77063		
Home Phone	832-310-6719	Are you a Licensed Agent?	No
Mobile Phone	832-310-6719		
Email	mmkhader@isotopehomes.com		

Finance Type	Cash		
Lender Loan	Cash		
Officer			
Phone		Email	

Seller's Closing Company	TITLE 365		
Contact	TITLE 365 CLOSER		
Phone	877-365-9365	Email	TEAM2@TITLE365.COM

Buyer's Closing Company			
Contact			
Phone		Email	

Seller's Agent			
Contact	NA		
Phone		Email	

Buyer's Agent	Champions Real Estate Group		
Contact	Abe Abdou		
Phone	713-805-4849		abeabdouh@aol.com

Anticipated Close of Escrow Date*: See Paragraph 1.F. of the PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS.

* Actual Close of Escrow date will be confirmed at time of seller execution of the contract.



Important Transaction Details

IF PROPERTY SOLD "SUBJECT TO CONFIRMATION"

The Escrow/Closing Agent or Auctioneer shall notify you of the acceptance of your winning bid. If accepted, the procedure set forth in the Addendum "Subject To" shall be sent to the email address that was provided in the Purchase Agreement with Joint Escrow Instructions.

1. ACCEPTED BIDS - see below "After Completing Contracting Package" for the next steps. You should call the Escrow/Closing Agent and confirm the closing date.

2. REJECTED BIDS – Please see the Addendum "Subject To."

AFTER COMPLETING CONTRACTING PACKAGE

CASH TRANSACTIONS –

The seller executed purchase documentation shall be sent to you as soon as available. If you are able to close early, please contact the Escrow/Closing Agent to make arrangements. Obtain instructions from the Escrow/Closing Agent and be prepared to complete requested tasks.

FINANCING TRANSACTIONS –

The seller executed purchase documentation shall be sent to you as soon as available. Contact your lender for details to arrange for your financing and provide all the necessary supporting documents. **FINANCING MAY NOT BE A CONTINGENCY TO YOUR OBLIGATION TO CLOSE. PROMPTLY COMPLY WITH ALL OF THE INSTRUCTIONS FROM YOUR LENDER AND CLOSER.**

FREQUENTLY ASKED QUESTIONS

Q. Why was a \$2,500 hold put on my credit card?

A. A bid deposit of \$2,500 may be required to bid on a property. The deposit is a hold placed on a credit or debit card. We require the deposit to ensure we have serious bidders.

Q. When is the Bid Deposit hold removed?

A. The financial institution holding the bid deposit is notified to release the hold once the auction event ends. You can follow up with the bank regarding a time frame on processing the release.

Q. Can the Bid Deposit be used for the Earnest Money Deposit?

A. The Bid Deposit cannot be used for the EMD.

Q. Can the Earnest Money Deposit (EMD) be taken from my credit card?

A. The EMD cannot be taken from your credit card. You will need to follow the wire instructions as provided to you.

Q. How can I expedite my transaction?

A. The Purchase Agreement should be returned signed within 24 hours of receipt. The following required items are due to Auction.com as soon as possible but no later than 4 calendar days after receipt of the Purchase Agreement. This includes your proof of funds and earnest money deposit receipt. If you're purchasing as an entity, we will also need all the entity documents. Failure to timely provide the signed Purchase Agreement and required items may result in the transaction being cancelled.

Proof of Funds or Pre-Qualification

- Proof of funds or a pre-qualification letter in the Buyer's or Entity Name must be dated within 30 days and cover the Total Purchase Price.
- Acceptable forms of Proof of Funds: Bank statements, Cashier's checks, hard money loans (not collateralized by the property), 401K, retirement accounts, CDs, and IRAs (can be combined).
- Pre-qualification letters will be required on all purchases being financed.

Earnest Money Deposit (EMD)

- Physical confirmation of EMD is required to submit your offer to the Seller. EMD must be in certified funds. Check your instructions for specifics.
- For wires, the proof is the confirmation from the bank that the wire was initiated (with Fed Ref #).
- For cashier's checks, the proof is copies of the cashier's check made payable to the closing company, and the receipt for the certified mail.

Entity Documents

- Regardless of the type of entity making the purchase, formal documents are required within one day of auction.
- Email Entity Documents to entity@auction.com

Q. Who is the main point of contact for my file in the contracts department?

A. The Contract Specialist assigned to your file can be located at the bottom of the Next Steps for Your Purchase email sent from onlinecontracts@auction.com. You can also reach the Online Contracts department at 1-800-320-3226. Please make sure when you contact the Contract Specialist that you have the Item number, buyer's name, and property address ready

Q. Can I close sooner than the close of escrow date listed on the purchase agreement?

A. You can request to close sooner with the assigned closing company once you receive the fully executed contract but it is not guaranteed.

Have additional questions? Please visit us at www.auction.com/help, www.auction.com/lp/learn-more/bank-owned/, or call Customer Service at 800-320-3226

AUCTION ITEM NO. ZS11595 / 654958826

PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS

Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, in accordance with the terms of this Purchase and Sale Agreement with Joint Escrow Instructions (this “Agreement”). This Agreement is dated effective as of the date this Agreement is executed by Seller (the “Effective Date”), and shall also constitute joint escrow instructions to Closing Agent.

1. KEY TERMS.

- (A) Seller: NATIONSTAR MORTGAGE LLC
phone number: _____ email address: _____
- (B) Buyer: REAL ESTATE SOLID SOLUTIONS LLC
phone number: 832-310-6719 email address: mmkhader@isotopehomes.com
- (C) Purchase Price: \$140,000.00 (which equals the winning bid amount of \$140,000.00 plus a “Buyer’s premium” equal to zero dollars (\$0.00)).
- (D) Earnest Money Deposit: \$7,000.00 (which equals 5% of the Purchase Price, but no less than \$2,500).
- (E) Property: Address: 11935 SONORA SPRINGS DR, Tomball, TX 77375 as legally described on Exhibit A, including all permanent improvements thereon (but excluding any personal property unless specifically identified by addendum or amendment to this Agreement).
- (F) Closing Date: _____ (if blank, then thirty (30) calendar days for cash transactions or forty-five (45) calendar days for transactions being financed after the Effective Date). If the Closing Date falls on a weekend or a state or federally recognized holiday, the Closing Date shall be the next business day.
- (G) Closing Agent (Escrow Agent/Closing Attorney): TITLE 365 CLOSER phone number: 877-365-9365
email address: TEAM2@TITLE365.COM. Buyer agrees to Seller’s selection of Closing Agent; provided, however, that Buyer may select Closing Agent if Buyer agrees to pay all fees of Closing Agent.
- (H) Title Company: . Buyer agrees to Seller’s selection of Title Company; provided, however, that Buyer may select Title Company if Buyer agrees to pay all fees of Title Company (including, without limitation, the owner’s policy of title insurance).
- (I) Auctioneer: Auction.com.
- (J) Closing Costs: The closing costs in Section 15.

2. EARNEST MONEY DEPOSIT. Buyer must deposit the Earnest Money Deposit on or before 5:00 PM in the time zone where the Property is located on the first business day following the auction. The Earnest Money Deposit shall be deposited with Closing Agent. If any deposits for the Property have previously been paid to Auctioneer’s designated deposit servicer (“Deposit Servicer”) pursuant to an Auction Bid Deposit Escrow Agreement (“Deposit Agreement”), Buyer hereby authorizes Deposit Servicer to transfer such deposits to Closing Agent pursuant to the Deposit Agreement as a credit towards the Earnest Money Deposit. The Earnest Money Deposit is non-refundable except as expressly provided herein, and will be applied only as expressly provided herein.

3. OPENING OF ESCROW. Buyer shall open an escrow account (“Escrow”) with Closing Agent for the purchase of the Property by (a) delivering a signed copy of this Agreement to Closing Agent and (b) depositing the Earnest Money Deposit with Closing Agent.

4. CLOSING. The transactions contemplated by this Agreement shall close (“Close” or “Closing”) on the Closing Date.

5. CLOSING DELIVERIES.

- (A) Seller’s Deliveries. On or before the Closing Date, Seller shall deliver the following to Closing Agent (“Seller’s Deliveries”):
- (i) The transfer deed warranting against title defects arising by, through or under Seller (in the form customarily used for similar transactions in the state where the Property is located) (the “Deed”) executed by Seller and acknowledged in accordance with the laws of the state in which the Property is located.
 - (ii) A Non-Foreign Transferor Declaration executed by Seller or evidence reasonably acceptable to Closing Agent that Seller is exempt from the withholding requirements of the Foreign Investment in Real Property Tax Act (FIRPTA), Internal Revenue Code Section 1445.
 - (iii) Any and all other instruments reasonably required by Buyer’s lender, Closing Agent or otherwise to consummate Buyer’s acquisition of the Property.
- (B) Buyer’s Deliveries. On or before the Closing Date, Buyer shall deliver the following to Closing Agent (“Buyer’s Deliveries”):
- (i) An amount in immediately available “good funds” equal to the Purchase Price (less any Earnest Money Deposit held by Closing Agent), plus Buyer’s share of closing costs, pro rations and expenses as provided herein.

- (ii) Any and all other instruments reasonably required by Buyer's lender, Closing Agent or otherwise to consummate Buyer's acquisition of the Property.

6. CONDITIONS PRECEDENT TO CLOSING.

- (A) **Seller's Conditions.** Seller's obligations to Close are conditioned upon the following ("Seller's Conditions"):
 - (i) All representations and warranties of Buyer herein shall be true, correct and complete in all material respects as of the Closing Date and Buyer shall have performed in all material respects all covenants and obligations required to be performed by Buyer on or before the Closing Date.
- (B) **Buyer's Conditions.** Buyer's obligations to Close are conditioned upon the following ("Buyer's Conditions"):
 - (i) All representations and warranties of Seller herein shall be true, correct and complete in all material respects as of the Closing Date and Seller shall have performed in all material respects all covenants and obligations required to be performed by Seller on or before the Closing Date.
 - (ii) Title Company shall have irrevocably committed to issue to Buyer an owner's policy of title insurance covering the Property with standard coverage that is customary in the state where the Property is located showing liability in the amount of the Purchase Price and showing insurable title to the Property vested in Buyer, subject only to the following: (a) Title Company's standard exceptions; (b) liens for all current general and special real property taxes and assessments not yet due and payable; (c) liens of supplemental taxes, if any assessed; (d) any facts an accurate survey and/or a personal inspection of the Property may disclose; (e) the mortgage/deed of trust/deed to secure debt lien in connection with any Buyer financing; (f) any laws, regulations, ordinances (including but not limited to, zoning, building and environmental) as to the use, occupancy, subdivision or improvement of the Property adopted or imposed by any governmental body, or the effect of any non-compliance with or any violation thereof, including but not limited to, any disclosure and/or report required by ordinance; (g) rights of existing tenants and/or occupants of the Property (if any); (h) covenants, restrictions, easements and other matters that do not materially impair the value of the Property or the use thereof; (i) matters disclosed to Buyer in writing prior to entering into this Agreement; and (j) any other matter for which Title Company agrees to provide insurance at no additional cost to Buyer.
- (C) **Waiver of Conditions.** Either party may waive its respective closing conditions in its sole discretion. By proceeding to Closing, each party waives its respective closing conditions and irrevocably releases the other party from any liability arising from any facts known by such waiving party that would otherwise have resulted in a failure of a closing condition.

7. CLOSING INSTRUCTIONS TO CLOSING AGENT. At Closing, Closing Agent is hereby irrevocably instructed to do the following:

- (A) Record the Deed.
- (B) Pay all fees, costs, deed and transfer taxes for the sale of the Property which are required to be paid by Seller and Buyer under this Agreement, the portion of any fees charged by Closing Agent which are payable by Seller and Buyer (if any) and other expenses relating to the sale of the Property which are required to be paid by Seller and/or Buyer under this Agreement (including, without limitation, property management fees, broker fees, and Auctioneer's fees).
- (C) Pay to Seller the balance of the Purchase Price and any other funds remaining after Closing.

8. COSTS AND PRORATIONS.

- (A) **Pre-Closing Costs.** Buyer and Seller acknowledge that Closing Agent may incur certain expenses during the course of processing this transaction which must be paid prior to Closing. Closing Agent is hereby authorized and instructed to release funds for payment of such costs prior to Closing from funds deposited into Escrow by Buyer. The parties acknowledge that the funds are not refundable and Closing Agent is specifically released from all responsibility and/or liability for payment of any funds pre-released through the Escrow. Closing Agent is authorized to charge the appropriate party for costs incurred or credit either one if necessary at Closing or upon termination of this Agreement, as applicable.
- (B) **Prorations.** Closing Agent shall prorate as of the date of Closing all real property taxes and other applicable items of income and expense normally apportioned in sales of property in similar situations in the state where the Property is located, in accordance with local customs. Notwithstanding anything to the contrary herein, insurance premiums will not be prorated, and Seller may cancel any existing insurance on the Property after Closing. In the event Seller has paid any taxes, assessments or other fees at or prior to Closing and there is a refund of any such taxes, assessments or fees after Closing, and Buyer as current owner of the Property receives the payment, Buyer will immediately submit the refund to Seller. Except as provided herein, Seller shall not be responsible for any amounts due, paid, or to be paid after the Closing. This Section shall survive Closing.
- (C) **Closing Costs.** Seller and Buyer shall pay closing costs as set forth in the applicable Addendum (and Closing Agent is hereby authorized to (a) pay Seller's costs from Seller's proceeds, and (b) pay Buyer's costs from funds deposited into Escrow by Buyer).

9. CANCELLATION OF ESCROW.

- (A) **Default.** If Closing does not occur on or before the Closing Date due to a breach of this Agreement by Buyer or Seller, then the non-defaulting party may cancel the Escrow by written notice to the defaulting party and Closing Agent. Upon such cancellation, the defaulting party shall pay all cancellation fees of Closing Agent and Title Company. If Seller is the defaulting party, Closing Agent shall return the Earnest Money to Buyer, and Buyer shall not be entitled to pursue remedies at law or in equity. If Buyer is the defaulting party, then the following shall apply:

BUYER AND SELLER EXPRESSLY AGREE THAT IT WOULD BE EXTREMELY DIFFICULT TO DETERMINE SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH A DEFAULT BY BUYER, THEREFORE THE PARTIES AGREE THAT SELLER SHALL RETAIN (AND CLOSING AGENT IS HEREBY DIRECTED TO DELIVER TO SELLER) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS A REASONABLE PRE-ESTIMATE OF SELLER'S ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT, AS SELLER'S SOLE AND EXCLUSIVE REMEDY. NOTWITHSTANDING THE FOREGOING, IF APPLICABLE LAW LIMITS THE AMOUNT OF THE EARNEST MONEY DEPOSIT THAT MAY BE RETAINED BY SELLER, CLOSING AGENT SHALL ONLY DELIVER TO SELLER THE AMOUNT PERMITTED BY LAW, AND ANY EXCESS SHALL BE PROMPTLY RETURNED TO BUYER.

SELLER'S INITIALS _____/_____

BUYER'S INITIALS ^{DS}_{Mkt} _____/_____

- (B) Force Majeure. If Closing does not occur on or before the Closing Date for reasons beyond the reasonable control of Buyer or Seller, and not resulting from a breach of this Agreement by Buyer or Seller, then either party may cancel the Escrow by written notice to the other party and Closing Agent. Upon such cancellation, Closing Agent shall return the Earnest Money Deposit to Buyer, and Buyer and Seller shall each bear 50% of all cancellation fees of Closing Agent and Title Company.
- (C) Effect of Cancellation. Upon cancellation of Escrow pursuant to this Section, Buyer, Seller, and each of their respective agents shall be released from all obligations and liabilities under this Agreement. In such event, except as otherwise set forth above, all costs incurred in connection with the transactions contemplated by this Agreement (including, without limitation, payments for loan applications, inspections, appraisals, and other reports) shall be the sole responsibility of the party incurring such costs.

10. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller as follows as of the Effective Date:

- (A) Authority. Buyer has the requisite authority to enter into this Agreement and consummate the transactions contemplated hereby. If Buyer is an entity, the natural person signing this Agreement on behalf of Buyer hereby represents and warrants that (i) Buyer is duly formed and in good standing and (ii) the natural person signing on behalf of Buyer has the requisite authority to so bind Buyer.
- (B) Property Condition and Attributes. Prior to entering into this Agreement, Buyer had the opportunity to conduct Buyer's own due diligence and investigations. Buyer's obligations hereunder are not contingent on any further due diligence and/or investigation. Except for any representations and warranties of Seller expressly set forth in this Agreement or in written disclosures to Buyer executed by Seller, Buyer acknowledges and agrees that Seller is selling the Property "As Is, Where Is, With All Faults and Limitations" and Seller shall have no liability for or any obligation to make any repairs or improvements of any kind to the Property.
- (C) Disclosures. Prior to entering into this Agreement, Buyer has received (or, to the extent not received, Buyer hereby irrevocably waives) all disclosure documents required to be provided by or on behalf of Seller or Auctioneer. Reports furnished by or on behalf of Seller shall be for informational purposes only and are not made part of this Agreement unless required under applicable law.
- (D) Owner Occupier Declaration. Following the purchase of the Property pursuant to the terms herein, Buyer ☐ intends to ☒ does not intend to occupy the Property as Buyer's primary residence.

11. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as follows as of the Effective Date:

- (A) Authority. Seller has the requisite authority to enter into this Agreement and consummate the transactions contemplated hereby. Without limiting the generality of the foregoing, Seller is either the record owner of the Property or has the requisite authority granted by the record owner to consummate the transactions contemplated hereby. If Seller is an entity, the natural person signing this Agreement on behalf of Seller hereby represents and warrants that (i) Seller is duly formed and in good standing and (ii) the natural person signing on behalf of Seller has the requisite authority to so bind Seller.
- (B) Property Condition and Attributes. Except for any representations and warranties of Seller expressly set forth in this Agreement or in written disclosures to Buyer executed by Seller, Seller does not make, and expressly disclaims, any representation or warranty, express or implied, regarding the Property.

12. SELLER'S COVENANTS.

- (A) Possession. At Closing, Seller shall relinquish possession of the Property to Buyer and promptly provide Buyer with all keys, codes and other means of access to the extent in Seller's possession.

13. DISPUTE RESOLUTION. AT THE REQUEST OF EITHER PARTY TO THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE FIRST SUBMITTED TO MEDIATION BEFORE RESORTING TO OR INITIATING ARBITRATION OR COURT ACTION. MEDIATION FEES SHALL BE DIVIDED EQUALLY AND EACH PARTY SHALL BEAR HIS/HER/ITS OWN ATTORNEYS' FEES AND COSTS. NEITHER PARTY MAY REQUIRE BINDING ARBITRATION PRIOR TO COMMENCEMENT OF COURT ACTION.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT TO MEDIATION PRIOR TO COMMENCEMENT OF COURT ACTION.

SELLER'S INITIALS _____/_____

BUYER'S INITIALS ^{DS}_{Mkt} _____/_____

14. MISCELLANEOUS.

- (A) Survival of Representations and Warranties. All representations and warranties of Seller and Buyer in this Agreement shall survive the Closing for a period of one (1) year.
- (B) No Assignment or Recording. Buyer may not assign or record all or any part of this Agreement without the express prior written consent of Seller.
- (C) Casualty and Condemnation. If any material portion of the Property is damaged or taken by eminent domain (or is the subject of a pending taking which has not yet been consummated) prior to Closing, Seller shall promptly notify Buyer promptly after obtaining knowledge thereof. In such event, Buyer shall have the option, exercisable within ten (10) business days after receipt of such written notice (and, if necessary, the Closing Date shall be extended until one business day after the expiration of such period), to either (i) terminate this Agreement, or (ii) consummate this Agreement in accordance with its terms. Buyer shall be deemed to have waived its right to terminate this Agreement if Buyer does not notify Seller in writing of its election to terminate this Agreement within such period. Buyer shall not be entitled to any insurance proceeds or obtain any rights with respect to any claims Seller may have with regard to insurance maintained by Seller with respect to the Property. In the event of a taking by eminent domain, Seller shall assign to Buyer at Closing all of Seller's right, title and interest in and to all awards, if any, for such taking.
- (D) Common Interest Development. If the Property is in a common interest development, unless otherwise required by law, Buyer acknowledges that Buyer was provided for review (or, to the extent not provided, Buyer hereby waives any right to review) the declaration of covenants, conditions, restrictions and/or bylaws and other documentation regarding such common interest development and Buyer acknowledges that, prior to Buyer's execution of the Agreement, Buyer has reviewed such documentation to the fullest extent Buyer deems necessary and, upon execution of the Agreement, Buyer is deemed to have accepted the declaration of covenants, conditions, restrictions and/or bylaws of the common interest community or planned community.
- (E) Local Requirements. In some counties, cities, municipalities and other state subdivisions, a certificate of occupancy, certificate of use or code compliance certificate and/or inspection ("Local Requirement") may be required in order to transfer and/or occupy the Property. If a Local Requirement is required to be satisfied in order for the Property to be transferred to or occupied by Buyer, Buyer hereby waives such Local Requirements to the extent waivable. To the extent any such Local Requirement is not waivable by Buyer, Buyer shall comply with the Local Requirement at Buyer's sole cost and expense, including, without limitation, the correction of any violations or performance of other work which may be required in connection therewith. Seller makes no representation as to whether a Local Requirement applies. Buyer shall indemnify, defend and hold Seller harmless from and against all fines, penalties, costs, expenses, claims and liabilities arising out of or relating to any Local Requirements. This indemnification shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered as of the Closing.

Notwithstanding the foregoing, (i) Seller shall reasonably cooperate with Buyer in Buyer's efforts to comply with any applicable Local Requirement, but in no event shall Seller be required to expend any money in connection therewith, and (ii) if there is a Local Requirement discovered by Buyer after the Effective Date but before Closing (and unknown to Buyer prior to the Effective Date) that is not waivable by Buyer and would require Buyer to make improvements to the Property, or expend money, in either case in excess of five percent (5%) of the Purchase Price for the Property, Buyer may terminate this Agreement under Section 9(B) hereof.

- (F) Counterparts, Electronic Signatures, and Complete Agreement. This Agreement any addenda hereto or other document necessary for the consummation of the transaction contemplated hereby may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same legal effect as original signatures. This Agreement and any addenda hereto or other document necessary for the consummation of the transaction contemplated hereby may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (UETA) and any applicable state law. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede and take the place of any other instruments purporting to be an agreement of the parties hereto relating to the subject matter hereof.
- (G) Severability. In the event that any portion of this Agreement shall be judicially determined to be invalid or unenforceable, the same shall be deemed severable from this Agreement and the invalidity or unenforceability thereof shall not affect the validity and enforceability of the remainder of this Agreement. The remainder of this Agreement shall remain in full force and effect and shall be construed to fulfill the intention of the parties hereto.
- (H) Time is of the Essence. Time is of the essence for the performance of each and every covenant under this Agreement and the satisfaction of each and every condition under this Agreement.
- (I) Governing Law and Venue. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the state in which the Property is located. The state and federal courts located in the county in which the Property is located shall be proper forums for any legal controversy between the parties arising in connection with this Agreement, which courts shall be the exclusive forums for all such suits, actions or proceedings.
- (J) Attorneys' Fees. In any action, proceeding or arbitration arising out of this Agreement, the prevailing party (defined as the party who prevails as to a substantial part of the litigation or claim) shall be entitled to reasonable attorneys' fees and costs.
- (K) Further Assurances. The parties hereto hereby agree to execute such other documents, and to take such other actions as may reasonably be necessary, to further the purposes of this Agreement.

- (L) **Notices.** All notices other communications contemplated under this Agreement shall be in writing and shall be deemed given and received upon receipt if: (a) delivered personally; or (b) mailed by registered or certified mail return receipt requested, postage prepaid; (c) sent by a nationally recognized overnight courier; (d) delivered via facsimile transmission, provided receipt is confirmed by telephone or by a statement generated by the transmitting machine, and/or (e) email, provided receipt is confirmed by telephone or by an email response. Notice to Buyer and Seller shall be given as set forth on the first page of this Agreement or to such other address or addresses as may from time to time be designated by either party by written notice to the other.
- (M) **Prohibited Persons and Transactions.** Each party represents and warrants to the other that neither it, nor any of its affiliates, nor any of their members, directors or other equity owners (excluding holders of publicly traded shares), and none of their principal officers and employees: (i) is listed as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control ("**OFAC**"); (ii) is a person or entity with whom U.S. persons or entities are restricted from doing business under OFAC regulations or any other statute or executive order (including the September 24, 2001 "Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"); and (iii) is engaged in prohibited dealings or transactions with any such persons or entities.
- (N) **Brokers.** In connection with the transactions contemplated by this Agreement, Seller is represented by Listing Broker identified on the signature page hereto, Buyer is represented by Buyer's Broker identified on the signature page hereto, Auctioneer is acting as the marketing firm and auctioneer, and Seller and Buyer each represents and warrants that it has not dealt with any other broker, finder or other agent. Each of Seller and Buyer shall indemnify and hold harmless the other from and against any claims, losses, costs, damages, liabilities or expenses, including reasonable attorneys' fees, arising in connection with any breach by the indemnifying party of the representations and warranties in this paragraph. The provisions of this paragraph shall survive the Closing. All commissions due Listing Broker and/or Buyer's Broker shall be based on the winning bid amount (and not the total Purchase Price).
- (O) **Form of Agreement.** Buyer and Seller acknowledge that no representation, recommendation or warranty is made by Auctioneer or any broker relating to the legal sufficiency or tax consequences of this Agreement or any attachments hereto, and Buyer and Seller each represent and warrant that it has consulted with, had the opportunity to consult with or waived the right to consult with counsel in connection therewith.

15. CLOSING COSTS. See Addendum attached hereto and incorporated herein by reference.

16. STATE-SPECIFIC PROVISIONS. See state-specific rider attached hereto and incorporated herein by reference.

(Remainder of Page Intentionally Blank)

SELLER:

NATIONSTAR MORTGAGE LLC

Seller Printed Name: _____

Dated: _____

BUYER(S):

DocuSigned by:

Mahmoud Khader

5E0C77FDEED8431

Buyer Signature:

REAL ESTATE SOLID SOLUTIONS LLC

By: Mahmoud Khader, Manager

Buyer Printed Name: _____

Dated: 11/12/2019

LISTING BROKER (if any):

Broker Printed Name: NA

Broker License Number: _____

Brokerage Printed Name: _____

Brokerage License Number: _____

BUYER'S BROKER (if any):

DocuSigned by:

Abe Abdou

F687C72F001C426...

Broker Printed Name: Abe Abdou

Broker License Number: 569182

Brokerage Printed Name: Champions Real Estate Group

Brokerage License Number: _____

CLOSING AGENT ACKNOWLEDGEMENT

Closing Agent acknowledges receipt of a copy of this Agreement and the Earnest Money Deposit set forth in Section 1(D) and agrees to act as Closing Agent in accordance with this Agreement.

By: _____


ITEM NO. ZS11595 / 654958826

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

If available, please refer to the attached preliminary title report and/or legal description of the property.

SELLER'S INITIALS ____/____

BUYER'S INITIALS  ____/____

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Buyer acknowledges that the purchase of the Property may have resulted from a transfer made by a beneficiary under a deed of trust who acquired the Property at a sale conducted pursuant to a power of sale under a deed of trust, or deed in lieu thereof, as described in various Texas statutes. Therefore, Seller is exempt from requirements regarding the making of certain disclosures under various Texas statutes, including without limitation Tex. Prop. Code § 5.008, 5.010, 5.011, 5.012, 5.014, 5.016 and Tex. Water Code § 13.257; therefore, although Seller is making certain disclosures in this Rider as a courtesy to Buyer, the disclosures prescribed in such provisions of the Texas statutes do not apply to this transaction. In addition, Buyer further acknowledges that Seller is obligated under the Agreement to furnish a title insurance commitment to Buyer prior to the Closing and that Buyer will obtain a title insurance policy at the Closing insuring the transfer of title to the Property; therefore, although Seller is making certain disclosures in this Rider as a courtesy to Buyer, the disclosures prescribed in various Texas statutes, including without limitation Tex. Prop. Code §§ 5.013 and 5.016, do not apply to this transaction. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the Property, other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller's representatives or agents or that Seller may have received otherwise. Any such reports furnished by Seller or its agents in connection herewith shall be for informational purposes only, are not made part of the Agreement, and Seller makes no representations or warranties about their accuracy or completeness. Buyer acknowledges that in consideration of Seller's execution of the Agreement, Buyer, on behalf of itself and all other parties having any claims, covenants that neither Buyer nor any such other party will sue, commence, prosecute or in any way participate in any judicial, administrative, or other regulatory proceedings for breach of contract based on any disclosures relating to any alleged breach or violation of any state law, rule or regulation by Seller, or any other party engaged on Seller's behalf, including, without limitation any real estate broker or agent representing Seller.

EXECUTION OF DISCLOSURES BY BUYER. Buyer shall execute, deliver and deposit with the Escrow/Closing Agent, at or prior to the date set for Closing, all federal, state and local disclosures concerning the Property that Buyer is required to execute under applicable laws and regulations or required by the Escrow/Closing Agent.

SEPARATE DOCUMENTS PROVIDED TO BUYER

Federal Lead Based Paint Disclosure (if pre-1978)
 Pamphlet: "Protect Your Family from Lead in Your Home"
 Information about Brokerage Services

AIRPORT NOISE. Buyers should investigate the impact of airport flight paths and the noise levels at different times of the day over that property. For more information on airport noise, visit the Texas Department of Transportation, Aviation Division.

BUILDING AND ZONING CODES. Buyer should consult the local jurisdiction for information on building and zoning codes or information about transportation beltways and/or planned or anticipated land use within proximity of the Property. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules or regulations.

ENVIRONMENTAL HAZARDS. Seller is not aware of a defect or hazard however this does not mean that it does not exist. **It is the buyer's responsibility to be informed and take additional steps to further investigate.**

Some potential hazards that may be found in the state include:

- Radon (www.epa.gov/radon)
- Floods (www.epa.gov/natural-disasters/flooding)
- Methamphetamine Labs
- Wood-Burning Devices (www.epa.gov/iaq/pubs/combust.html)
- Underground Storage Tanks (www.epa.gov)
- Well & Septic Systems (<https://www.epa.gov/septic/septic-systems-and-drinking-water>)
- Contaminated Soils (<http://semspub.epa.gov/src/document/HQ/189970>)
- Groundwater (www.epa.gov/ground-water-and-drinking-water)

For more information on environmental hazards, visit www.epa.gov.

FAIR HOUSING ACT DISCLOSURE. Under the Federal Fair Housing Act, it is illegal to discriminate in the rental or sale of housing on the basis of race, color, national origin, religion, sex, handicap, or familial status.

MOLD. Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. Real property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and those individuals with immune system deficiencies, infants and children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure. Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Seller that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property. Buyer represents and warrants to Seller that Buyer has made his own inspection and evaluation of the Property to Buyer's complete satisfaction and Buyer accepts the Property AS IS, WHERE IS, WITH ALL FAULTS AND.

NOTICE REGARDING PREDATORY OFFENDER INFORMATION. Information regarding the predatory offender registry and persons registered with the Texas Department of Public Safety Crime Records Service pursuant to Chapter 62 of the Code of Criminal Procedure may be obtained by contacting local law enforcement offices in the community where the property is located or from the Texas Department of Public Safety Sex-Offender Registration/Crime Records Service at telephone: 512-424-2279 or the website at <https://records.txdps.state.tx.us/SexOffenderRegistry>.

PERMITS AND REPAIRS. If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit or any form of improvement or repair to the Property (collectively, "**Permits and Repairs**"), Buyer acknowledges and agrees that Buyer shall be responsible for obtaining any and all of the Permits and Repairs at Buyer's sole cost and expense, including but not limited to any certificate of use or other certification required by the ordinance. Buyer shall make application for all Permits and Repairs within ten (10) days of the Seller's Acceptance Date, such date to be the date of execution of the Agreement and any Exhibits and Addenda hereto. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules or regulations.

PROPERTY TAX DISCLOSURE SUMMARY. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership, use, or property improvements may trigger reassessments of the Property that could result in higher property taxes. If Buyer has any questions concerning valuation, Buyer is advised to contact the county property appraiser's office for information.

RADON. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Seller's broker or auctioneer as to the presence of radon and that the Buyer has not relied on the Seller's or Seller's broker's failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

SQUARE FOOTAGE. Buyer acknowledges that the square footage of the Property has not been measured by Seller, Seller's broker or its auctioneer (including the square footage of the lot and home) and the square footage quoted on any marketing tools such as advertisements, brochures, MLS data, the auction website and any other information provided is based on information supplied to Seller and is deemed approximate and not guaranteed. Buyer further acknowledges that Buyer has not relied upon any such marketing tool and that such tools are not representations and/or warranties of Seller or its agent.

TEXAS TITLE NOTICES

ABSTRACT OR TITLE POLICY: Seller and Broker hereby advise Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. Inasmuch as the Agreement prescribes that Seller furnish to Buyer a Title Report, Seller and Broker further advise Buyer to have the Title Report promptly reviewed by an attorney of Buyer's selection.

DEED RESTRICTIONS: Seller hereby advises Buyer to review carefully all deed restrictions and similar encumbrances affecting the Property that are indicated by the Title Report. The parties further agree that if the Property is located in

a city, county or other governmental unit which by law or ordinance requires a closing document listing all deed restrictions and/or similar encumbrances affecting the Property, then at the Closing of this transaction the parties shall execute, acknowledge and record the prescribed closing document.

RESIDENTIAL PROPERTY ENCUMBERED BY LIEN: Except as may be indicated in the Title Report, Seller has no current actual knowledge that the Property is encumbered by a lien as contemplated in Section 5.016 of the Texas Property Code. Nevertheless, as a courtesy to Buyer, Seller hereby advises Buyer to review the Title Report carefully and to advise Seller if in Buyer's opinion the Title Report shows that the Property is encumbered by a lien as contemplated in Section 5.016 of the Texas Property Code. In such event, Seller will work with Buyer to obtain the information regarding the lien.

MANDATORY OWNERS' ASSOCIATION MEMBERSHIP: If the Property is subject to mandatory membership in an owners' association, Seller notifies Buyer that, as a purchaser of property in the residential community in which the Property is located, Buyer is obligated to be a member of the owners' association. In such event, it is likely that restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the Texas Real Estate Commission's promulgated Addendum for Property Subject to Mandatory Membership in an Owner's Association should be used.

STATUTORY TAX DISTRICTS: Except as may be indicated by a description of the Property and/or in the Title Report, Seller has no current actual knowledge that the Property is located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services. In this regard, however, Seller hereby notifies Buyer as follows:

If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Section 49.452 of the Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district. In such event, Seller agrees that until such statutory notice is provided to Buyer by Seller, Buyer may terminate the Agreement and receive a full refund of Buyer's Deposit.

TIDE WATERS: Except as may be indicated by a description of the Property and/or in the Title Report, Seller has no current actual knowledge that the Property is abuts the tidally influenced waters of the State of Texas. In this regard, however, Seller hereby notifies Buyer as follows:

If the Property abuts the tidally influenced waters of the State of Texas, Section 33.135 of the Texas Natural Resources Code requires a notice from Seller to Buyer regarding coastal area property. In such event, Seller agrees that until such statutory notice is provided to Buyer by Seller, Buyer may terminate the Agreement and receive a full refund of Buyer's Deposit.

ANNEXATION: If the Property is located outside the limits of a municipality, Seller hereby notifies Buyer, as contemplated in Section 5.011 of the Texas Property Code that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: If the Property is located in a certified water or sewer service area, Seller hereby notifies Buyer as follows, as is contemplated in Section 13.257 of the Texas Water Code: The Property that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding Agreement for the purchase of the Property or at closing of purchase of the Property.

PUBLIC IMPROVEMENT DISTRICTS: Except as may be indicated by a description of the Property and/or in the Title Report, Seller has no current actual knowledge that the Property is located in a public improvement district. Nevertheless, as a courtesy to Buyer, Seller hereby notifies Buyer as follows: If the Property is located in a public improvement district, then as a purchaser of the Property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: Except as may be indicated in the Title Report, Seller has no current actual knowledge that the Property is located in a Texas Agricultural Development District. For additional information, Buyer is urged to contact the Texas Department of Agriculture.

GULF INTRACOASTAL WATERWAY. Except as may be indicated by a description of the Property and/or in the Title Report, Seller has no current actual knowledge that the Property is located in the Gulf Intracoastal Waterway (which is a coastal canal from Brownsville, Texas, to the Okeechobee waterway at Fort Myers, Florida, the Texas portion extending 426 miles, from Sabine Pass to the mouth of the Brownsville Ship Channel at Port Isabel) or seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. Nevertheless, as a courtesy to Buyer, Seller hereby gives Buyer the notice that is set out in Section 61.025 of the Texas Natural Resources Code for properties that are located within such prescribed area:

DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH

WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.

- (a) READ THIS NOTICE CAREFULLY. DO NOT SIGN THE AGREEMENT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.
- (b) BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.
- (c) IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.
- (d) AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.
- (e) THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.

The real property described in the Agreement is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017 in the Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED

SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.

The purchaser is hereby notified that the purchaser should:

- (a) determine the rate of shoreline erosion in the vicinity of the real property; and
- (b) seek the advice of an attorney or other qualified person before executing the Agreement or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or agreeing to purchase.

RECEIPT OF DISCLOSURES. Buyer acknowledges and agrees that Buyer has received and/or had adequate opportunity to read and understand all disclosures and documents regarding the Property made available by Seller, Seller's broker or its auctioneer in print or electronic form (the "**Disclosures**"), prior to entering into the Agreement including without limitation:

- (a) The pamphlet "Protect Your Family from Lead in Your Home";
- (b) The documents and information made available on the internet at www.auction.com;
- (c) The written disclosures made available at the Property and at the location where the sale of the Property is conducted;
- (d) Any real estate brokerage relationship disclosures, such disclosures made available and provided to Buyer during the registration process, prior to bidding at auction and prior to entering into any Agreement for the purchase and sale of the Property; and,
- (e) The disclosures listed herein and attached to the Agreement, which are incorporated into the Agreement by reference herein.

Buyer understands and acknowledges that any information provided by or on behalf of Seller with respect to the Property, including without limitation, all information in any Disclosures or brochure was obtained from a variety of sources and that Seller and Seller's broker(s) and auctioneer have not made any independent investigation or verification of such information and make no representations as to the accuracy or completeness of such information. codes, laws, rules or regulations.

"AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" SALE. Buyer acknowledges and agrees that neither Seller nor any person acting as Seller's representative or agent has occupied the Property and that Buyer is acquiring the Property "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS", in its present state and condition, with all defects and faults, whether known or unknown, presently existing or that may hereafter arise including, without limitation:

- (a) The value, any appraised value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (d) The habitability, marketability, tenant ability, or fitness for a particular purpose of the Property.

Buyer shall hold harmless, indemnify and defend Seller and its representatives and agents from any claim arising from or relating to the Property. Buyer hereby fully and irrevocably releases Seller and its representatives and agents from any and all claims of any kind whatsoever, whether known or unknown, arising from or relating to the Property. This release includes claims that Buyer does not know or suspect to exist in Buyer's favor and which would materially affect Buyer's release of Seller if such claims were known by Buyer. The obligations and agreements of Buyer under this section shall survive the close of escrow or the earlier termination of the Agreement.

WAIVER OF SPECIFIC PERFORMANCE REMEDY. As a material part of the consideration to be paid or received by Buyer and Seller under the Agreement, Buyer waives all rights to file and maintain an action against Seller for specific performance and to record a Lis Pendens or notice of pendency of action against the Property if a dispute arises

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concerning the Agreement. Buyer agrees that the Property is not unique and in the event of Seller's default, Buyer can be adequately and fairly compensated solely by receiving a return of Earnest Money Deposit and cancellation of Buyer's obligation to purchase the Property. Upon return of the Earnest Money Deposit to Buyer, the Agreement shall be terminated, and Buyer and Seller irrevocably instruct the Closing Agent to return all funds and documents to the party that deposited them without further direction.

BUYER:

DocuSigned by:

5E0C77EDED8431

Buyer Signature
REAL ESTATE SOLID SOLUTIONS LLC

By: Mahmoud Khader, Manager

Buyer Printed Name
Dated: 11/12/2019

REO # 654958826Auction Item No. ZS11595**Real Estate Purchase Addendum (CWCOT Property)**

This Occupied Property Addendum ("**Addendum**") is an addendum to that certain Purchase and Sale Agreement with Joint Closing Instructions dated 11-07-2019 (the "**Purchase Agreement**") between NATIONSTAR MORTGAGE LLC as seller ("**Seller**") and the term "Seller" may also include Seller not only in its individual capacity but as agent in fact on behalf of Seller) and REAL ESTATE SOLID SOLUTIONS LLC as buyer ("**Buyer**") for the Property and improvements located at the following address: 11935 SONORA SPRINGS DR, Tomball, TX 77375 (the "**Property**"). Seller and Buyer may each be referred to herein as a "Party" and collectively as the "Parties." The Purchase Agreement and this Addendum together constitute the Agreement (the "Agreement"). Any term not defined herein shall have the same meaning and definition as set forth in the Purchase Agreement.

The Seller and the Buyer agree as follows:

1. Occupancy Status of Property. Buyer understands and acknowledges that the Property may be subject to leasehold interests or other rights or claims of various Occupants or Claimants (defined below) who may or may not have been granted a legal interest in the Property and/or who may claim a right to lease, use or occupy all or a portion of the Property, whether or not such Occupants or Claimants are currently in actual possession or occupancy of all or a portion of the Property. The Property may be subject to unexpired rights of redemption and Buyer may not be entitled to possession of the Property or entitled to demand rent from Occupants or Claimants (defined below) until such redemption rights expire. As used herein, "Occupants or Claimants" shall be deemed to mean and include all tenants and licensees (whether or not in default under any occupancy or use agreements), any other occupants of the Property (whether or not authorized by Seller or others to be in possession of the Property), and any and all persons claiming a right to lease, use or occupy all or a portion of the Property, in each case whether or not currently in actual possession or occupancy of all or a portion of the Property. Buyer acknowledges that neither the Seller nor its representatives, auctioneer, brokers, agents or assigns has made any warranties or representations, implied or express, relating to the existence or nonexistence of any Occupants or Claimants at the Property other than advising Buyer that the Property may have Occupants or Claimants in possession of the Property or claiming the right to occupy or use the Property or any portion thereof. At Closing, Buyer will assume all responsibility and liability for or with respect to any Occupants or Claimants of the Property.

Seller advises that the Property may have Occupants or Claimants occupying the Property under an active lease or other occupancy agreement but expressly disclaims any representations or warranties regarding the validity, enforceability, performance under or continuation of any lease or other occupancy agreement; whether or not any rent concessions were given to any Occupant or Claimant; whether or not any other agreements were made with the Occupants or Claimants; whether or not any rent charged violates any applicable ordinance, statute or law; whether or not any other violations of any applicable ordinance, statute or law exist; and whether or not Seller or any Occupant or Claimant is in default under any lease or other occupancy agreement.

Because the Property was acquired by Seller through foreclosure, trustee's sale pursuant to a power of sale under a deed of trust, power of sale under a mortgage, sheriff's sale, deed in lieu of foreclosure or similar procedure or transaction, Seller may have no security deposits, last month's rent or any other amount paid under a lease or occupancy agreement to transfer to Buyer. The Buyer further acknowledges that, to the best of the Buyer's knowledge, the Seller (A) is not holding any security deposits in any form ("**Security Deposits**") or pre-paid rent or other sums for a period greater than one month in advance of when due ("**Prepaid Rent**") from former or current Occupants or Claimants, and (B) has no information as to any Security Deposits or Prepaid Rent that may have been paid or advanced by former or current Occupants or Claimants to anyone. Buyer agrees that no sums representing such Security Deposits or Prepaid Rent, or

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any rights, title, or interest in any such Security Deposits or Prepaid Rent, shall be transferred to the Buyer as part of this transaction. The Buyer further agrees to assume all responsibility and liability for the refund of any such Security Deposits or Prepaid Rent to the persons legally entitled thereto pursuant to the provisions of applicable laws and regulations and of any lease or other agreement concerning such Security Deposits or Prepaid Rent even though such Security Deposits or Prepaid Rents may not have been paid or transferred to Buyer. All rents that are due and payable and collected from tenants for the month in which Closing occurs will not be prorated and will be the property of and retained by Seller.

Seller may provide Buyer with a Quitclaim Assignment of Lease ("**Assignment**") at Closing, which will assign and quitclaim unto Buyer, all of Seller's right, title and interest, if any, as landlord under any lease or other occupancy agreement affecting the Property. Buyer agrees to assume all obligations of landlord under any such lease or occupancy agreement affecting the Property and to comply with the terms thereof. Buyer agrees to indemnify and hold Seller harmless from and against any liabilities, costs, claims or expenses arising out of any lease or other occupancy agreement affecting the Property from and after the effective date of the Assignment. Buyer acknowledges and agrees that Seller may have no leasehold or other interest to assign to Buyer and that the Assignment would be a quitclaim assignment of Seller's interest under a lease or other occupancy agreement affecting the Property only to the extent Seller holds such interest and only to the extent such interest is assignable by Seller.

The Buyer acknowledges that this Property may be subject to the provisions of federal, state or local rent control, rent stabilization, lease termination or similar laws, ordinances and regulations. The Buyer agrees that upon the Closing, all eviction proceedings and other duties and responsibilities of a property owner and landlord, including, but not limited to, those proceedings required for compliance with any federal, state or local laws, ordinances and regulations, will be the Buyer's sole responsibility and obligation. Without limiting the foregoing, Buyer understands and acknowledges that the Property and Buyer may be subject to the terms of the Protecting Tenants at Foreclosure Act of 2009 set forth as Division A, Title VII of the Helping Families Save Their Homes Act of 2009 [Pub.L. 111-22,123 Stat. 1632, S. 896, enacted May 20, 2009] (the "**Act**") which permits certain tenants or occupants to continue to possess the Property for the period of time prescribed by the Act. In addition, Buyer understands and acknowledges that the Property and Buyer may be subject to the terms of the United States Servicemembers Civil Relief Act (50 USCS Appx §531) ("**SCRA**"), which may impede or affect Buyer's ability to evict an Occupant or Claimant who is a service member or his/her dependents. Buyer is responsible for ensuring full compliance with all applicable provisions of the Act, SCRA and any similar federal, state or local statute or regulation, and hereby waives and releases any claims Buyer may have against Seller that arise, directly or indirectly, out of (i) the Act, SCRA or similar federal, state or local statutes or regulations, or (ii) the rights of any Occupant or Claimant of the Property pursuant to the Act, SCRA or similar federal state or local statutes or regulations.

2. Eviction Proceedings; Relocation Costs. Seller or its agents may have commenced unlawful detainer, eviction or similar proceedings against Occupants or Claimants of the Property. Buyer understands and acknowledges that Seller will not provide any case numbers, current disposition of any eviction proceedings, nor contact information for Seller's attorney. Further, the progress and/or outcome of any current eviction case will have no bearing whatsoever in the transaction contemplated by the Agreement and its terms, any addenda thereto, including the mutually agreed upon date for the Closing of the purchase and sale contemplated hereby. Seller will make reasonable efforts to file within twenty (20) business days after the Closing of the transaction contemplated hereby, papers in any such proceeding seeking to cause the dismissal of such proceeding without prejudice, and, in any event, already has or will cease all efforts and actions to continue or complete any such proceedings. After Closing, Buyer may elect to bring, at his/her/its sole cost and risk, such unlawful detainer, eviction or similar proceedings as Buyer may desire. Buyer acknowledges that Seller has made no representations or warranties that Buyer may bring such a proceeding or that any such proceeding will be successful. Under no circumstances shall Seller be responsible for evicting, removing or relocating any Occupants or Claimants or removing any personal property at the Property or for reimbursing Buyer for any such costs incurred by Buyer. If, for any reason, after the Closing, Seller is ordered to pay or reimburse any relocation costs or benefits to any Occupants or Claimants, Buyer shall promptly reimburse Seller for all such amounts.

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3. Notice of Sale. Buyer understands and acknowledges that Seller may, but is not obligated to, inform any Occupant or Claimant of the Property of the sale of the Property to Buyer and other related information regarding Buyer's acquisition of the Property and status as owner of the Property. Buyer acknowledges that Buyer shall be solely responsible for notifying any Occupant or Claimant of the transfer of ownership of the Property and the address for remitting future rental payments as well as any repair and/or maintenance requests.
4. No Physical Access to Property. Notwithstanding anything to the contrary contained in the Agreement, if the Property is occupied by an Occupant or Claimant, neither Buyer nor any agent or representative of Buyer shall have physical access to the Property prior to Closing to conduct inspections or otherwise review the Property. To the extent physical access is not available to the Property, Buyer assumes any and all risk associated with Buyer's inability to conduct inspections of the Property and has taken the same into account in determining the purchase price Buyer is willing to pay for the Property. Buyer waives any objection to the condition of the Property regardless of whether Buyer was able to conduct inspections of all or any portion of the Property (or elected not to conduct inspections).
5. Redemption Right. Buyer understands that the Property may be subject to the rights of the mortgagor and any other party under applicable law to redeem the Property from any foreclosure sale that may have been conducted with respect to the Property upon payment of certain sums, and Buyer may be dispossessed of the Property. Buyer is advised to consult with an attorney to fully understand the import and impact of the foregoing. Buyer agrees Buyer shall have no recourse against Seller in the event a right of redemption is exercised.
6. Delivery of Possession of Property. The Seller shall deliver possession of the Property to the Buyer at Closing, provided, however, that the delivery of possession shall be subject to the rights of any Occupants or Claimants and any right of redemption or similar legal right in the former owner, its successors and assigns. Seller shall not be required to bring any action to evict, relocate, dispossess or determine the rights of any Occupant or Claimant before, on, or after the Closing.
7. Title Subject to Rights of Occupants and Claimants. Buyer acknowledges and agrees that Buyer is taking title to the Property at Closing subject to any claims of Occupants or Claimants and/or the existence of any right of redemption or similar legal right in the former owner or its successors and assigns regardless of any impact the foregoing may have on the title to the Property and the insurability thereof. The existence of any Occupants or Claimants, or claims by such persons, shall not give rise to any right to terminate the Agreement by Buyer or to give Buyer the right to raise an objection to Seller's title.
8. Personal Property. Items of personal property, including but not limited to, window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, furniture, appliances, antennas, satellite dishes and garage door openers now or hereafter located on the Property are not included in the transaction contemplated by the Agreement or the purchase price unless the personal property is specifically described in the Agreement. Any personal property at or on the Property may be owned by or subject to claims by third parties and therefore may be removed from the Property prior to or after the Closing without any adjustment to the purchase price to be paid to Seller under the Agreement. None of Seller, auctioneer, any broker or any of their respective representatives, agents or assigns makes any representations or warranties as to the ownership or condition of any personal property, or whether any personal property is encumbered by any liens or security interests. The Buyer assumes responsibility for any personal property remaining on the Property at the time of Closing, whether or not owned by Buyer. Buyer agrees for the benefit of Seller that from and after Closing it will maintain, treat, process, store and/or dispose of any such personal property, including personal property owned by others, in accordance with all applicable laws, rules and regulations.
9. Indemnification. The Buyer hereby indemnifies, defends and holds harmless Seller and its affiliates, subsidiaries, parent company, representatives, agents, officers, directors, employees, attorneys, shareholders, servicers, tenants, auctioneers, brokers, predecessors, successors and assigns ("**Indemnified Parties**") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs and reasonable costs of investigation, litigation and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands,

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liens, judgments, compensation, fees, loss of profits, injuries, death and/or damages of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity ("**Claims**") arising from, in connection with, or in any way relating to: the existence or claims of any Occupant or Claimant; any violations of the Act, the SCRA or any similar federal, state or local statutes or regulations; any breach of or claims under any lease or other occupancy agreement related to the Property occurring on or after the Closing Date; Security Deposits or Prepaid Rents or other sums that may be due to any current or former Occupant or Claimant or other person; any present or future eviction or unlawful detainer or other litigation brought or instituted by Buyer, its successors and assigns; any violation on or after the Closing of any federal, state or local law, rule or regulation regarding or regulating the relationship between landowners and tenants or other occupants of property; the maintenance, treatment, processing, storage and/or disposal of any personal property located on the Property on or after the Closing; or the entry onto the Property at any time prior to the Closing by Buyer, its agents and representatives.

10. **No Title Insurance; No Title Warranty.** Notwithstanding anything to the contrary in the Purchase Agreement or in any other document related to the purchase and sale transaction contemplated hereby, except as set forth in Section 11 of this Addendum, Buyer acknowledges and agrees that (i) none of Seller, auctioneer, any broker or any of their respective representatives, agents or assigns is obtaining or providing, or has promised to obtain or provide, any form of title insurance or a title insurance policy or commitment to Buyer in connection with this transaction, and (ii) the receipt of title insurance, title commitment or proforma, title report, title policy or similar item (collectively, "**Title Insurance**") is not a condition to Closing of the transaction contemplated hereby. Any provision in the Purchase Agreement or such other document which requires the Seller, auctioneer, broker, or any other person or entity to order, obtain or provide Title Insurance, or any document preliminary to the issuance of Title Insurance, is hereby deemed deleted and of no further force or effect. Buyer may, at its own election and at its own cost, order a title report or commitment and obtain title insurance from any title insurance company Buyer may select, but the receipt or availability of such items shall not be a condition to the Closing of the purchase and sale transaction, except as set forth in Section 11 of this Addendum. In addition, Buyer acknowledges and agrees that none of Seller, auctioneer, any broker or any of their respective representatives, agents or assigns is providing, or has promised to provide, any warranty or representation regarding title to all or any portion of the Property, and that Buyer at Closing will accept title to the Property in its then "**AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS**" condition, subject to all matters affecting such title, whether or not of record, except as set forth in Section 11 of this Addendum.
11. **Deed.** Notwithstanding anything to the contrary in the Purchase Agreement or in any other document related to the purchase and sale transaction contemplated hereby, the deed or other conveyance document to be delivered at Closing shall be a quitclaim or other similar instrument conveying Seller's interest in the Property, if any. The deed and other instruments assigning Seller's interest in the Property shall contain no express or implied warranty or representation of title, or specifically disclaim any such representation or warranty. Except as otherwise set forth in this Section, any reference to the term "deed" or to a real property title conveyance document in the Agreement shall be construed to refer to such form of conveyance described above in this Section and Buyer hereby agrees to accept delivery of such deed at Closing. Notwithstanding anything to the contrary herein, if Buyer (i) obtains a title insurance commitment regarding the Property at its sole cost and expense, (ii) provides a copy of the commitment to Seller at least five (5) business days before the Closing Date, and (iii) Buyer purchases such title insurance policy at Closing, the deed or other conveyance document to be delivered at Closing may be a Special Warranty Deed, Bargain and Sale Deed, Limited Warranty Deed, or similar conveyance document that grants only whatever title that Seller may have and warrants that Seller will only defend title against persons claiming by, through, or under Seller, but not otherwise, and such conveyance shall be subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities, recorded and unrecorded. At least five (5) business days before the Closing Date, Buyer may notify Seller if the title insurance commitment obtained by Buyer contains a material non-standard exception that was not previously disclosed to Buyer and cannot be removed before Closing at no cost to Seller despite Buyer's good faith efforts (a "Title Defect"). Buyer's sole and exclusive remedy against Seller and its representatives or agents in connection with any Title Defect shall be an election to

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either (i) terminate the Contract and accept a refund of the Earnest Money Deposit or (ii) accept a quitclaim deed or equivalent instrument at Closing subject to the Title Defect with no express or implied warranty or representation of title or specifically disclaiming any such representation or warranty.

BY INITIALING BELOW, BUYER ACKNOWLEDGES THAT SECTIONS 10 AND 11 ABOVE INDICATE, AMONG OTHER THINGS, THAT NO TITLE INSURANCE OF ANY KIND IS BEING PROVIDED TO BUYER AND THE PROPERTY IS BEING TRANSFERRED TO BUYER BY QUITCLAIM DEED OR OTHER FORM OF DEED ACCEPTABLE TO SELLER IN SELLER'S SOLE AND ABSOLUTE DISCRETION, WITHOUT ANY WARRANTY OR REPRESENTATION REGARDING TITLE EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11 WHICH SHALL ONLY APPLY IF BUYER OBTAINS A TITLE INSURANCE COMMITMENT AND POLICY AT BUYER'S SOLE COST AND EXPENSE.

Buyer (Initials) MS / Me

12. Inspections. Buyer acknowledges that it has had adequate opportunity to inspect the Property and to obtain for its own use, benefit and reliance inspections and/or reports on the condition of the Property for the sole purpose of determining whether to enter into this Agreement and acquire the Property ("**Inspections**") and to the extent physical access was not available to the Property, Buyer assumes any and all risk associated with Buyer's inability to conduct Inspection thereof and has taken the same into account in determining the purchase price for the Property, and Buyer waives any objection to the condition of the Property regardless of whether Buyer was able to conduct Inspections of all or any portion of the Property (or elected not to conduct Inspections). In no event will Seller be obligated to make any repairs or replacements that may be indicated by any Inspections conducted by or on behalf of Buyer.

13. Costs and Prorations.

- (a) Prorations. Seller shall pay (i) unpaid assessments by Condominium and Homeowner's Associations which accrued or came due prior to Close of Escrow subject to any limitations on Seller's liability for such assessments under applicable law, (ii) property taxes and periodic assessments secured by the Property which accrued prior to Close of Escrow, and (iii) utility or municipal liens secured by the Property which accrued prior to Close of Escrow. Seller shall notify Buyer in the event a Condominium or Homeowner's Association demands an amount which exceeds Seller's liability to such Association under applicable law. No later than (3) business days after Seller delivers such notice to Buyer, Buyer shall elect to (i) terminate the Agreement and receive a refund of the Earnest Money Deposit as Buyer's sole and absolute remedy or (ii) proceed with the transaction and assume full responsibility for payment of any Association demand to the extent such demand exceeds Seller's liability to the Association under applicable law. NO OTHER PRORATIONS ARE CONTEMPLATED UNDER THIS AGREEMENT, AND BUYER SHALL BE SOLELY RESPONSIBLE FOR ALL EXPENSES SET FORTH IN (C) BELOW. ANY SUCH AMOUNTS WHICH BY LAW ARE TO BE PAID BY SELLER SHALL BE REIMBURSED TO SELLER BY BUYER AT/OR PRIOR TO CLOSE OF ESCROW. If the regular common interest community, unit owner's homeowner's or condominium association dues, fees or assessments were paid prior to the Close of Escrow for a period of time subsequent to such date, then Buyer shall pay to Seller that portion of the dues, fees, and/or assessment attributable to the period of time after the Close of Escrow. Insurance premiums will not be prorated. Seller cannot endorse or assign existing insurance policies (if any) to Buyer, and Seller may cancel any existing insurance on the Property as of the Close of Escrow. Rent and other income under leases of the Property for the month in which the Closing occurs shall not be prorated and shall be the property of and retained by Seller.
- (b) Seller's Expenses. Seller shall not be responsible for any amounts due, paid, or to be paid after the Close of Escrow. In the event Seller has paid any taxes, special assessments or other fees at or prior to Close of Escrow and there is a refund of any such taxes, assessments or fees after the Close of Escrow, and Buyer as current owner of the Property receives the payment, Buyer will immediately submit the refund to Seller.
- (c) Buyer's Expenses. Notwithstanding state or local custom, and except as provided in Section 13(a) of this Addendum, ALL COSTS, INCLUDING SELLER'S ATTORNEY FEES AND COSTS RELATED TO THE

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CLOSING, TRANSACTION MANAGEMENT, TRANSFER, DOCUMENTATION AND OTHER FEES, EXPENSES, TAXES, CHARGES, ASSESSMENTS, DUES, AND ALL OTHER FINANCIAL PAYMENT TO BE MADE IN CONNECTION WITH THE PURCHASE AND SALE OF THE PROPERTY AS CONTEMPLATED BY THIS AGREEMENT, WHETHER PAST DUE, CURRENTLY DUE OR DELINQUENT, INCLUDING ANY INTEREST OR PENALTIES THAT MAY ACCRUE WITH RESPECT TO THE FOREGOING, SHALL, IN ADDITION TO THE TOTAL PURCHASE PRICE BE BORNE AND PAID BY THE BUYER, AND BUYER AGREES TO DEPOSIT ALL SUCH AMOUNTS WITH ESCROW AGENT SUFFICIENTLY IN ADVANCE OF THE CLOSE OF ESCROW TO ALLOW ESCROW AGENT TO MAKE SUCH PAYMENTS ON BUYER'S BEHALF FROM FUNDS DEPOSITED BY BUYER; these items shall include, but are not limited to, transaction management fees, all current, past due and delinquent property taxes, costs of credit reports, appraisals, loan fees, loan points, other leverage costs, title insurance, title insurance charges, Closing fees, tax service fees, recordation fees for the deed, and any mortgage or deed of trust, any documentary transfer tax, real property transfer taxes or deed tax that may be imposed by the State, County and/or City in which the Property is located, common interest community/unit owner's/condominium/homeowner's association maintenance or membership fees and/or assessments, if any, Closing costs, and all other costs and expenses, including any cost, expense or tax imposed by any state or local entity not otherwise addressed herein. Further, if desired by Buyer or required by Buyer's lender, the cost of any and all termite clearances and reports and any inspections required by any lender, and/or repairs recommended or required by any termite and/or property inspection report including, but not limited to, any roof certifications shall all be at the sole cost and expense of Buyer. Buyer authorizes escrow agent to debit the Buyer's account in the amount of Twenty Dollar (\$20.00) fee at the Close of Escrow in the event Buyer fails to deposit with escrow agent a change of ownership statement, if required.

- (d) Pre-Closing Expenses. Buyer and Seller are aware that the escrow agent may incur certain expenses during the course of processing this transaction which must be paid prior to the Close of Escrow. Such costs may include, but are not limited to, demand request fees, common interest community, unit owner's, condominium or homeowner association document fees, courier fees, overnight mail service and City building and/or inspection reports, if applicable; it is understood and agreed BUYER SHALL DEPOSIT WITH ESCROW THE AMOUNT OF ANY AND ALL SUCH CLOSING COSTS UPON REQUEST BY ESCROW AGENT. Escrow agent is authorized and instructed to release funds for payment of such costs prior to the Closing of Escrow from funds deposited into escrow by Buyer. Buyer and Seller acknowledge these funds are not refundable and escrow agent is specifically released from all responsibility and/or liability for payment of any funds pre-released through the escrow.
- (e) Post-Closing and Subsequent Notice Of Costs, Liens, Or Assessments. The acceptance of the Deed by Buyer will be deemed to constitute full compliance by Seller with all of the terms and conditions of this Agreement. Seller shall NOT be responsible for any unpaid real estate taxes and/or assessments, levies, fees, fines, penalties, homeowner association fees, dues and charges, utility charges or any other charges. IF AT ANY TIME AFTER CLOSE OF ESCROW, BUYER OR ITS ASSIGNS OBTAINS ACTUAL OR CONSTRUCTIVE NOTICE OF ANY COSTS, LIENS, ASSESSMENTS, FEES OR JUDGMENTS ASSOCIATED WITH THE PROPERTY THAT WERE NOT OF RECORD AT THE TIME OF THE CLOSING INCLUDING, WITHOUT LIMITATION, CODE VIOLATIONS, TAXES, FEES, CHARGES, MECHANIC'S OR UTILITY LIENS, OR COMMON INTEREST COMMUNITY, UNIT OWNER'S, HOMEOWNER'S OR CONDOMINIUM ASSOCIATION DUES, FEES OR ASSESSMENTS, BUYER SHALL BE SOLELY RESPONSIBLE FOR PAYMENT AND SATISFACTION OF SAME, AND BUYER HEREBY RELEASES SELLER, SELLER'S BROKER, AUCTIONEER, AND THE EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS AND AGENTS OF ALL AND EACH OF THEM OF AND FROM ANY AND ALL LIABILITY IN CONNECTION THEREWITH. THIS PROVISION SHALL APPLY IRRESPECTIVE OF WHETHER SELLER OWNED THE PROPERTY AT THE TIME SUCH COSTS WERE ASSESSED OR INCURRED, OR SELLER HAD ACTUAL OR CONSTRUCTIVE NOTICE OF THE EXISTENCE OF SUCH COSTS, LIENS, DUES, FEES, ASSESSMENTS, OR JUDGMENTS. Buyer is responsible for verifying any possible taxes, liens, judgments, fees or assessments that may not be of record and hereby releases Seller from any and all liability related to any such liens, judgments, dues, fees or assessments. Provisions of the paragraphs under this Section shall survive the Close of Escrow, funding and the delivery of the Deed and continue in full force and effect.

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14. Attorneys' Fees, Court Costs and Legal Expenses. In any action, proceeding or arbitration arising out of, brought under or relating to the terms or enforceability of the Agreement, the prevailing Party shall be entitled to recover from the losing Party all reasonable attorneys' fees, costs and expenses incurred in such action, proceeding or arbitration.
15. Counterparts; Electronic Signatures. This Addendum may be executed in multiple counterparts by the Parties hereto. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Addendum and all of which shall constitute one agreement to be valid as of the Effective Date. Facsimile documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
16. Time of the Essence; Survival. Time is of the essence with respect to all dates specified in the Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The provision of this Addendum shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at Closing.
17. Effect of Addendum. This Addendum amends and supplements the Purchase Agreement and, if applicable, escrow instructions. In the event there is any conflict between this Addendum and the Purchase Agreement or escrow instructions or other documents attached and made a part of the Agreement, the terms of this Addendum take precedence and shall prevail, except as otherwise provided by applicable law.
18. Capacity and Execution. The undersigned, if executing the Agreement on behalf of a Seller and/or a Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations as stated in the Agreement and shall provide Seller with proof of such authority upon execution of the Agreement. Seller and Buyer agree to all of the terms in the Agreement whether any provision or page is separately initialed or not. For emphasis, some pages, sections or provisions in the Agreement contain a place for Buyer and/or Seller to separately initial, but the failure by Seller or Buyer to initial any section, provision, or page in the Agreement shall not affect the enforceability of any term or provision in the Agreement.
19. Entire Agreement. The Agreement constitutes the entire agreement between the Seller and Buyer concerning the subject matter hereof and supersedes all previous written and oral communications, understandings, representations, warranties, covenants and agreements. Further, Buyer and Seller represent that there are no oral or other written agreements between the Parties. All negotiations are merged into the Agreement, and no oral or written, express or implied, promises, representations, warranties, covenants, understandings, communications, agreements or information made or provided by the Seller or Seller's employees, agents, representative or brokers, including, but not limited to any information on Seller's, auctioneer's or Seller's agent or broker's websites, sales brochures or on the Multiple Listing Service shall be deemed valid or binding upon the Seller unless expressly included in the Agreement.

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This Addendum has been made and executed as of the date set forth above Buyer's signature.

SELLER:

NATIONSTAR MORTGAGE LLC
SELLER PRINTED NAME _____

By: _____

Title: _____

Date: _____

BUYER(S):

DocuSigned by:
Mahmoud Khader

560C77F05FDB431
Buyer Signature _____

REAL ESTATE SOLID SOLUTIONS LLC

Printed Name: By: Mahmoud Khader, Manager _____

Title (if applicable): _____

Dated: 11/12/2019


**LEAD-BASED PAINT / LEAD-BASED PAINT HAZARD
DISCLOSURE AND ACKNOWLEDGMENT****LEAD WARNING STATEMENT**


Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase, at purchaser's expense.


SELLER'S DISCLOSURE (Seller Initial both lines 1&2)

- _____
_____ 1. Presence of lead-based paint and/or lead-based paint hazards (*check one below*):
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (*explain*): _____
☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 _____ 2. Records and reports available to the Seller (*check one below*):
☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/o lead-based paint hazards in the housing (*list documents*): _____
☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

PURCHASER'S ACKNOWLEDGMENT (Buyer Initial lines 3, 4 & 5)

 _____ 3. Purchaser has received copies of all information listed in 2 above, if any.

 _____ 4. Purchaser has received the pamphlet **Protect Your Family From Lead in Your Home**.

 _____ 5. Purchaser has (*check one below*):
☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

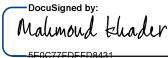
PURCHASER AGREES THEY ARE PURCHASING THE PROPERTY "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE PROPERTY. PURCHASER FURTHER AGREES THAT SELLER AND ITS SERVICERS, REPRESENTATIVES, AGENTS, BROKERS, AUCTIONEER, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS HAS NO RESPONSIBILITY OR LIABILITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER AND IT'S SERVICERS, REPRESENTATIVES, AGENTS, BROKERS, AUCTIONEERS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON, OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT ON OR ABOUT THE PROPERTY.

AGENT'S ACKNOWLEDGMENT

_____ 6. Auctioneer, broker and/or the Seller's Broker has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ SELLER	_____ Date	 DocuSigned by: Mahmoud Khader 5E0C77F0E6F08431	_____ BUYER	_____ 11/12/2019 Date
_____ SELLER	_____ Date			



Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

Auction.com, Inc.	580708	legal@auction.com	(800) 815-6093
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Adrian Strelzow	643011	astrelzow@auction.com	(800) 815-6093
Designated Broker of Firm	License No.	Email	Phone
Champions Real Estate Group			
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Abe Abdou	569182	abeabdouh@aol.com	713-805-4849
Sales Agent/Associate's Name	License No.	Email	Phone

	11/12/2019				
Buyer/Tenant Initials	Date	Co-Buyer/Tenant Initials	Date	Seller Initials	Date

Auction Item No.: ZS11595 / 654958826

Address: 11935 SONORA SPRINGS DR, Tomball, TX 77375

**ACKNOWLEDGMENT AND AGREEMENT
BROKER AGENT COMMISSION**

SELLER:

BUYER:

NATIONSTAR MORTGAGE LLC

REAL ESTATE SOLID SOLUTIONS LLC

Buyer's Broker, through its agent as set forth below, acknowledges and agrees as follows:

1. I acknowledge that if I fail to execute the purchase documentation at the Auction or within the timeframe prescribed, or if my client fails to identify me as their Broker/Agent pursuant to the auction terms and conditions, then I shall not be entitled to any commission. I understand that a cooperative commission, if any shall be due, will only be earned and paid upon the closing of the transaction for the property referenced above;
2. I affirm that I am duly licensed and my license is in good standing as a real estate licensee in the state in which the property is located;
3. The cooperating broker commission I am entitled to receive at the closing of the transaction is:

Not Available of the Winning Bid Amount

4. Buyer's Agent/Broker hereby represents that he/she has registered prior to the Auction pursuant to the Auction Terms and Conditions as a Registered Agent/Broker, that he/she accepts the Auction Terms and Conditions in their entirety and specifically as to the compensation due to the cooperating Agent/Broker set forth herein, if any, and that this is the only compensation Agent/Broker shall receive or is entitled to for this transaction from Seller, Seller's broker or auctioneer.

By:  DocuSigned by:
F087C72F001C426...

« SIGN HERE

Dated: 11/8/2019

« DATE HERE

Agent Printed Name: Abe Abdou

Brokerage Printed Name: Champions Real Estate Group

License Number: 569182

State: TX