# **Wire Instructions**

# **Closing Company Information**

Closing Company Name: BNT OF TEXAS LLC

Closing Company Address: 129 W TRADE STREET 9TH FLOOR

CHARLOTTE, NC 28202

**Closing Company Contact** 

Person: WF AUCTION CLOSER

Closing Company Email

Address: WELLSCWCOT@BOSTONNATIONALTITLE.COM

Closing Company Phone No.: 704-373-4000

# **Wire Information**

Bank Name: Bank of America

ABA / Routing #: 026009593

Account Name: BNT of Texas, LLC â Escrow

Account No.: 488034636745

Bank Address: 5050 QUORUM DRIVE, SUITE 400, DALLAS, TX 75254

Phone: -

Please reference the Auction.com ID and property address:

AC95627

6810 SUMMER BRIDGE LANE Spring TX 77379

Additional Notes: PLEASE REFERENCE THE LOAN NUMBER, PURCHASER

NAME AND PROPERTY ADDRESS

# "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.

/	
your purchase has closed. After tenants or occupants as permitted advised that you may be subject violate the rights of any tenant or o	nants or occupants in any way until closing, you may only contact the d by applicable law. You are hereby to civil and criminal penalties if you occupant. You are encouraged to seek after closing and before attempting by or entering the premises.
_	medies against any purchaser who nd could result in your offer being
Docusigned by: Malumoud kludur  SECCTEDEED8431  Buyer Signature	<u>11/20/2019</u> Date

DocuSign Envelope ID: DA727B68-581D-4D06-BA58-051C030C138E



# **Important Transaction Details**

Auction Event O-1265W Auction Date 11-15-2019
Auction Item No. AC95627

Property Address 6810 SUMMER BRIDGE LANE

City Spring
State TX
Zip 77379
County Harris

Winning Bid\$200,499.00Earnest Money Deposit\$10,024.95Buyer's PremiumAuction Fee\$10,024.95Total Purchase Price\$200,499.00Subject to Confirmation:□ YES☑ NO

\*Buyer Paid Document Preparation Fee \$35.00

Buyer NameMahmoud KhaderBidder No.1253816

Co Buyer Name

Company Name REAL ESTATE SOLID SOLUTIONS LLC Purchase Type Investment

Mailing Address 285 Avenue C, Apt 1 C

New York, NY 10009

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

Lender Loan Officer

Phone Email

Seller's Closing Company BNT OF TEXAS LLC

**Contact** WF AUCTION CLOSER

Phone 704-373-4000 Email WELLSCWCOT@BOSTONNATIONALTITLE.COM

**Buyer's Closing Company** 

Contact

Phone Email

Seller's Agent

**Contact** NA

Phone Email

Buyer's Agent Contact Phone

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

 $\ensuremath{^*}$  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. <u>FINANCING MAY NOT BE A CONTINGENCY TO YOUR</u>
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



**Date:** <u>11-15-2019</u>

Dated:

Wells Fargo Bank, N.A. Seller Name (printed)

**Buyer: REAL ESTATE SOLID SOLUTIONS LLC** 

# **Closing Representative Addendum**

Buyer may use counsel or closing agent of choice as representation at the closing subject to Seller's approval of such counsel or closing agent. Buyer and Seller's representation shall be at Buyer's ıgh

sole expense, including without limitation the costs of an owner's title policy ordered through Buyer's representative.
Please select ONE of the following options for closing:
☑Buyer selects Seller's Representative as listed within the contract.
$\mathbf{Or}$
☐Buyer proposes the following Representative.
Name:
Address:
Phone#:
Fax#:
Should Buyer's counsel or closing agent information change prior to closing, Buyer shall promptly notify Seller of such change in writing, which representation shall be subject to Seller's approval.
Dated: _11/20/2019
REAL ESTATE SOLID SOLUTIONS LLC
By: Mahmoud Khader, Manager Buyer Name (printed)  Malmoud khader  SECONTFIDEFORMS.  Buyer (signature)

Seller (signature)

# PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS

Seller agrees to sell the Property to Buyer, and Buyer 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 effective as of the date Seller signs this Agreement (the "Effective Date"), and shall also constitute joint escrow instructions to Closing Agent.

1.	KEY	TERMS.
	(A)	Seller: Wells Fargo Bank, N.A.  phone number: email address:
	(B)	Buyer: REAL ESTATE SOLID SOLUTIONS LLC phone number: 832-310-6719 email address: mmkhader@isotopehomes.com .
	(C)	Purchase Price: \$200,499.00 (which equals the "Winning Bid Amount" of \$200,499.00 plus a "Buyer's Premium" equal to \$0.00).
	(D)	Earnest Money Deposit: \$10,024.95 (which equals 5% of the Purchase Price, but no less than \$2,500).
	(E)	<u>Property</u> : Address: <u>6810 SUMMER BRIDGE LANE, Spring, TX 77379</u> as legally described on <u>Exhibit A</u> , including all permanent improvements thereon (but excluding any personal property unless specifically identified by addendum or amendment to this Agreement).
	(F)	<u>Closing Date</u> : For states identified in West South Central, East South Central, Mountain, and West North Central Divisions, 30 calendary after the Effective Date for cash and financed transactions. 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: WF AUCTION CLOSER phone number: 704-373-4000 email address: WELLSCWCOT@BOSTONNATIONALTITLE.COM. (Buyer agrees to Seller's selection or

(H) <u>Title Insurance Company</u>: <u>To Be Determined</u>. (Buyer agrees to Seller's selection of Title Insurance Company; or, ☐ if this box is checked, Buyer has selected Title Insurance Company, and agrees to pay all fees of Title Insurance Company, including, without limitation, the owner's policy of title insurance, despite anything to the contrary in this Agreement.)

Closing Agent; or,  $\square$  if this box is checked. Buyer has selected Closing Agent, and agrees to pay all fees of Closing Agent, despite

(I) <u>Auctioneer</u>: <u>Auction.com</u> .

anything to the contrary in this Agreement.)

- (J) Closing Cost Allocations: As described in the Section below entitled "Closing Cost Allocations".
- 2. EARNEST MONEY DEPOSIT. Buyer must deposit the Earnest Money Deposit with Closing Agent 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 is non-refundable except as set forth in this Agreement and may be applied towards the amounts payable by Buyer hereunder. The escrow ("Escrow") for the purchase of the Property shall be opened upon Closing Agent's receipt of the Earnest Money Deposit and a fully signed copy of this Agreement.
- 3. CLOSING. The transactions contemplated by this Agreement shall close ("Close" or "Closing") on or before the Closing Date.

### 4. 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") signed by Seller and acknowledged in accordance with the laws of the state in which the Property is located.
  - (ii) A Non-Foreign Transferor Declaration signed by Seller or evidence reasonably acceptable to Closing Agent and Buyer 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 necessary to Close the transactions contemplated by this Agreement.
- (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, plus Buyer's share of closing costs, prorations and expenses as set forth in this Agreement.
  - (ii) Any and all other instruments reasonably required by Buyer's lender, Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

(iii) If VPS™ or DAWGS™ enhanced securing equipment is present at the Property at the time of closing, Buyer must communicate to Seller prior to the approval of the closing settlement statement whether they elect to have the existing contract transferred into their name or have the equipment removed from the property. After receipt of sale funds, Seller will arrange for removal or transfer of contract within 7 business days' notice of Buyer's election. If removal is requested or if Buyer does not communicate to Seller the election to have the existing contract transferred to Buyer prior to Closing, Buyer agrees to allow access to the property for the removal of the equipment upon timely notice from Seller.

### 5. CONDITIONS PRECEDENT TO CLOSING.

- (A) <u>Seller's Conditions</u>. Seller's obligations to Close are conditioned upon the following ("<u>Seller's Conditions</u>"):
  - (i) All representations and warranties of Buyer in this Agreement 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) <u>Buyer's Conditions</u>. Buyer's obligations to Close are conditioned upon the following ("<u>Buyer's Conditions</u>"):
  - (i) All representations and warranties of Seller in this Agreement 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 Insurance Company is irrevocably committed to issue to Buyer an owner's policy of title insurance covering the Property with standard coverage 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 Insurance 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) non-monetary encumbrances disclosed to Buyer in writing prior to entering into this Agreement; and (j) any other matter for which Title Insurance Company agrees to provide insurance at no additional cost to Buyer.
- (C) <u>Waiver of Conditions</u>. 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.
- 6. CLOSING INSTRUCTIONS TO CLOSING AGENT. At Closing, Closing Agent is 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 Buyer under this Agreement (including, without limitation, broker fees, and Auctioneer's fees).
  - (C) Pay to Seller the balance of the Purchase Price and any other funds remaining after Closing.

### 7. COSTS AND PRORATIONS.

- (A) Pre-Closing Costs. Buyer and Seller acknowledge that Closing Agent may incur certain costs while processing this transaction which must be paid prior to Closing. Closing Agent is authorized and instructed to release funds for payment of such costs prior to Closing from funds deposited into Escrow by Buyer. Such funds are not refundable and Closing Agent is released from any liability for payment of any such funds pre-released through the Escrow. Closing Agent is authorized to charge the appropriate party for costs incurred, or credit the appropriate party for credits, as applicable at Closing or upon termination of this Agreement.
- (B) <u>Prorations</u>. Closing Agent shall prorate as of the date of Closing all real property taxes, assessments, 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. For the avoidance of doubt, Seller shall be responsible for any delinquent items. Despite anything to the contrary in this Agreement, insurance premiums will not be prorated, and Seller may cancel any existing insurance on the Property after Closing. If either party receives a refund of any applicable real property taxes, assessments or other expenses attributable, in whole or in part, to the other party's period of ownership, the party that received such refund shall immediately submit to the other party the portion of such refund attributable to such other party's period of ownership. Except as set forth in this Agreement, Seller shall not be responsible for any amounts due, paid, or payable after Closing. This Section shall survive Closing.
- (C) <u>Closing Costs.</u> Seller and Buyer shall pay closing costs as described in the Closing Cost Allocations (and Closing Agent is authorized to (i) pay Seller's costs from Seller's proceeds, and (ii) pay Buyer's costs from funds deposited into Escrow by Buyer).

### 8. CANCELLATION OF ESCROW.

(A) <u>Default.</u> 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 unilaterally cancel the Escrow by written notice and cancellation instructions to the defaulting party and Closing Agent. Upon such cancellation, the defaulting party shall pay all cancellation fees of Closing Agent and Title Insurance Company. If Seller is the defaulting party, Closing Agent shall return the Earnest Money Deposit to Buyer, and Buyer shall not be entitled to pursue any other 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 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. DESPITE 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.

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SELLER'S INITIALS/	BUYER'S INITIALS—/

- (B) Non-Default. 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 Insurance Company.
- (C) <u>Effect of Cancellation.</u> 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.
- 9. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller as follows as of the Effective Date:
  - (A) <u>Authority.</u> Buyer has the necessary authority to enter into this Agreement and perform its obligations hereunder. If Buyer is an entity, the natural person signing this Agreement on behalf of Buyer 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 necessary authority to bind Buyer to this Agreement.
  - (B) Property Condition and Attributes. Prior to entering into this Agreement, Buyer had the opportunity to conduct Buyer's own due diligence and investigations. Except as expressly set forth in this Agreement, Buyer's obligations hereunder are not contingent on any further due diligence and/or investigation. Buyer acknowledges that the square footage of the Property (including the square footage of the lot and any improvements thereon) has not been measured by Seller, Listing Broker or Auctioneer and the square footage quoted on any marketing tools such as advertisements, brochures, MLS data, Auctioneer's website and any other information provided is based on information supplied to Seller and is deemed approximate and not guaranteed. Except as otherwise expressly set forth in this Agreement or in written disclosures to Buyer signed by Seller, (i) Seller does not make, and expressly disclaims, any representation or warranty, express or implied, regarding the Property, and (ii) 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) <u>Disclosures.</u> Prior to entering into this Agreement, Buyer has received (or, to the extent not received, Buyer 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.
- 10. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as follows as of the Effective Date:
  - (A) <u>Authority.</u> Seller has the necessary authority to enter into this Agreement and perform its obligations hereunder. If Seller is an entity, the natural person signing this Agreement on behalf of Seller 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 necessary authority to bind Seller to this Agreement.
  - (B) <u>Property Condition and Attributes.</u> To Seller's actual knowledge, the written information regarding the Property provided to Buyer through Auctioneer's website or otherwise, taken as a whole (i.e. including any updates or revisions provided), is accurate in all material respects.

### 11. SELLER'S COVENANTS.

- (A) At closing, Seller shall have no responsibility to deliver possession of the property to Buyer.
- 12. DISPUTE RESOLUTION. AT THE REQUEST OF EITHER PARTY TO THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE FIRST SUBMITTED TO MEDIATION BEFORE A PARTY INITIATES 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.

BUYER AND SELLER HAVE READ AND UNDERSTAND THE ABOVE PARAGRAPH AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT TO MEDIATION PRIOR TO COMMENCEMENT OF ARBITRATION OR COURT ACTION.

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SELLER'S INITIALS/	BUYER'S INITIALS/

### 13. MISCELLANEOUS.

- (A) <u>Survival of Representations and Warranties</u>. Except as otherwise set forth in this Agreement, all representations and warranties of Seller and Buyer in this Agreement shall survive Closing for a period of one year.
- (B) <u>No Assignment or Recording</u>. Buyer may not assign or record all or any part of this Agreement without the express prior written consent of Seller. Despite the foregoing, Buyer may assign this Agreement to any entity wholly owned, directly or indirectly, by Buyer; provided, however, that, in such event, the undersigned Buyer shall remain liable for the obligations of Buyer under this Agreement.
- (C) <u>Casualty and Condemnation</u>. If any material portion of the Property is damaged or taken by eminent domain (or is the subject of a pending taking) prior to Closing, Seller shall notify Buyer promptly after Seller obtains knowledge thereof. Within 10 business days after Buyer receives such written notice (if necessary, the Closing Date shall be extended until one business day after the expiration of such period), Buyer may, at its option, either (i) terminate this Agreement, or (ii) proceed to Closing in accordance with this Agreement. 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) <u>Common Interest Development</u>. If the Property is in a common interest development or planned community, unless otherwise required by law, Buyer acknowledges that Buyer, at Buyer's own expense, was and is responsible for obtaining and reviewing (or, to the extent not obtained, Buyer waives any right to review) the declaration of covenants, conditions, restrictions and/or bylaws and other documentation regarding such common interest development or planned community and Buyer acknowledges that Buyer has reviewed such documentation to the fullest extent Buyer deems necessary and, by signing this Agreement, Buyer accepts the declaration of covenants, conditions, restrictions and/or bylaws of the common interest development or planned community.
- (E) <u>Local Requirements</u>. Some counties, cities, municipalities and other state subdivisions may require a certificate of occupancy, certificate of use or code compliance certificate and/or inspection ("<u>Local Requirement</u>") may be required in order to transfer and/or occupy the Property. If a Local Requirement is required for the Property to be transferred to or occupied by Buyer, Buyer 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, 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 Closing and shall not be deemed to have merged into any of the documents signed or delivered as of Closing.
  - Despite 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 5% of the Purchase Price for the Property, Buyer may terminate this Agreement under Section 8(B) hereof.
- (F) <u>Counterparts, Electronic Signatures, and Complete Agreement.</u> This Agreement and any addenda hereto or other document necessary for the Closing of the transactions contemplated hereby may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any other instruments purporting to be an agreement of the parties hereto relating to such subject matter.
- (G) <u>Severability</u>. If any portion of this Agreement is judicially determined to be invalid or unenforceable, such portion shall be deemed severable from this Agreement and the invalidity or unenforceability of such portion shall not affect the validity and enforceability of the remainder of this Agreement, which shall remain in full force and effect and be construed to fulfill the intention of the parties hereto.
- (H) <u>Time is of the Essence</u>. 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) <u>Attorneys' Fees.</u> 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) <u>Further Assurances</u>. The parties 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 and other communications contemplated under this Agreement shall be in writing and shall be deemed given and received upon receipt if: (i) delivered personally; or (ii) mailed by registered or certified mail return receipt requested, postage prepaid; (iii) sent by a nationally recognized overnight courier; (iv) delivered via facsimile transmission, provided receipt is confirmed by telephone or by a statement generated by the transmitting machine, and/or (v) 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) <u>Prohibited Persons and Transactions</u>. 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 ("<u>OFAC</u>"); (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) <u>Brokers</u>. 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. Seller and Buyer shall each 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 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).
- (0) 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 with this Agreement.
- 14. CLOSING COST ALLOCATIONS. See applicable rider or addendum attached hereto and incorporated herein by reference.
- 15. STATE-SPECIFIC PROVISIONS. See state-specific rider attached hereto and incorporated herein by reference.

(Remainder of Page Intentionally Left Blank)

SELLER:	BUYER(S):
	Docusigned by: Malimoud Eliader
	Buyer Signature:
Signature:	REAL ESTATE SOLID SOLUTIONS LLC
Wells Fargo Bank, N.A.	By: Mahmoud Khader, Manager
Seller Printed Name:	Buyer Printed Name:
Dated:	Dated: <u>11/20/2019</u>
LISTING BROKER (if any):	BUYER'S BROKER (if any):
Printed Name: NA	Printed Name:
License Number:	License Number:
Brokerage Printed Name:	
Brokerage License Number:	Brokerage License Number:
CLOSING AGENT ACKNOWLEDGEMENT	
Closing Agent acknowledges receipt of a copy of this Ag and agrees to act as Closing Agent in accordance with the	greement and the Earnest Money Deposit set forth in Section 1(D) is Agreement.
Ву:	

ITEM NO. AC95627 / 375418381

# **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 \_\_\_\_/\_\_

AUCTION ITEM NO. AC95627 / 375418381

#### **TEXAS REO RIDER**

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 (<u>www.epa.gov</u>)
- 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 <a href="https://records.txdps.state.tx.us/SexOffenderRegistry">https://records.txdps.state.tx.us/SexOffenderRegistry</a>.

**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 <u>www.auction.com</u>;
- (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: Malimoud Eliader

**Buyer Signature** 

REAL ESTATE SOLID SOLUTIONS LLC

By: Mahmoud Khader, Manager

Buyer Printed Name
Dated: 11/20/2019

AUCTION ITEM NO. AC95627 / 375418381

PROPERTY ADDRESS: 6810 SUMMER BRIDGE LANE, Spring, TX 77379

# **OCCUPIED PROPERTY ADDENDUM**

This Occupied Property Addendum (this "Addendum") is an addendum to that certain Purchase and Sale Agreement with Joint Closing Instructions dated 11-15-2019 (the "Purchase Agreement") between Wells Fargo Bank, N.A. 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 ("Buyer") for the Property and improvements located at the following address: 6810 SUMMER BRIDGE LANE, Spring, TX 77379 ("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." Any term not defined herein shall have the same meaning and definition as set forth in the Purchase Agreement. If there is a conflict between the Purchase Agreement and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall control.

The Seller and the Buyer agree as follows:

- 1. OCCUPIED PROPERTY, BUYER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER MAY HAVE ACQUIRED THE PROPERTY (AS DEFINED IN THE PURCHASE AGREEMENT) THROUGH FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, OR SIMILAR PROCESS, THAT SELLER HAS NEVER OCCUPIED THE PROPERTY, AND THAT SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE PROPERTY IS OCCUPIED AS OF THE CLOSE OF ESCROW BUT BELIEVES THE PROPERTY TO BE OCCUPIED. PROPERTY MAY BE SUBJECT TO LEASEHOLD INTERESTS OF VARIOUS TENANTS. Seller is under no obligation to provide any information regarding leases, amendments or any other documents, including but not limited to information regarding any current eviction proceedings to Buyer. 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 Purchase Agreement and its terms, any addenda thereto, including the mutually agreed upon Closing Date. Buyer further acknowledges that Buyer shall be solely responsible for notifying any tenants or occupants of the transfer of ownership of the Property, and shall be liable to any and all tenants for repayment of any outstanding security deposit, less lawful deductions. This provision shall survive the Close of Escrow and/or the Closing of the transaction contemplated by the Purchase Agreement and this Addendum and shall not be deemed to have merged into any of the documents executed or delivered at Closing. 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 or deed in lieu of foreclosure, Seller has no security deposits or last month's rent to surrender to Buyer.
- 2. NO SELLER REPRESENTATIONS OR WARRANTIES. Seller makes no warranties or representations as to whether or not any leases of the Property are in force; whether or not anyone else has a right of possession; whether or not any rent concessions were given to any tenant; whether or not any other agreements were made with the tenants; whether or not any rent charged violates any applicable rent control 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 tenant is in default under any lease. Notwithstanding the fact that the Property may be occupied, Buyer acknowledges that the occupancy status shall not provide grounds for Buyer's failure to consummate the transaction or an excuse for performance required by Buyer pursuant to this Addendum and the Purchase Agreement. Buyer is purchasing the Property "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" regardless of occupancy status. Buyer further acknowledges and understands that Buyer is solely responsible for the undertaking, processing or completion of any eviction proceedings, including, but not limited to, unlawful detainer or other legal proceedings, including the cost and expense associated therewith in order to secure the right of possession. Buyer shall not be entitled to any extension of the Closing Date (as defined in the Purchase Agreement) as a result of the occupancy status of the Property nor shall Buyer be entitled to any concessions, discounts, fees or other expenses as a result of the occupancy status of the Property.
- 3. <u>INDEMNIFICATION</u>. Buyer shall defend, indemnify and hold harmless Seller, its affiliates, parent companies, officers, directors, shareholders, members, managers, brokers, agents, auctioneers, attorneys and representatives (each individually and collectively, the "Seller Representatives") from and against any claims, demands, actions or expenses, including reasonable attorney's fees, arising out of any and all actions concerning security deposits, and for any eviction or unlawful detainer or other litigation arising out of the tenancy, occupancy or lease of the Property including any claims relating to the Act after the closing of the transaction.

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PROPERTY ADDRESS: 6810 SUMMER BRIDGE LANE Spring TX 77379	

- 4. <u>EFFECT OF ADDENDUM.</u> Except as amended hereby, the Purchase Agreement is in full force and effect between the parties and all other terms and conditions remain the same.
- 5. <u>COUNTERPARTS AND ELECTRONIC SIGNATURES.</u> 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 all of which shall constitute one Addendum to be valid as of the date of this Addendum. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Addendum and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

Dated:	Dated: 11/20/2019
SELLER:	BUYER(S):
Wells Fargo Bank, N.A. SELLER PRINTED NAME	Docubigned by:  Malumond Khader
SIGNATURE	SIGNATURE REAL ESTATE SOLID SOLUTIONS LLC
Ву:	By: Mahmoud Khader, Manager PRINTED NAME
Title:	· · · · · · · · · · · · · · · · · · ·

# AUCTION ADDENDUM TO PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS

Date: <u>11-15-2019</u>

Buyer: REAL ESTATE SOLID SOLUTIONS LLC

Seller: Wells Fargo Bank, N.A.

Auction Item No.: AC95627 / 375418381

This is an Addendum to the Purchase and Sale Agreement with Joint Closing Instructions, ("Addendum" and collectively, with the Purchase and Sale Agreement with Joint Closing Instructions, the "Purchase Agreement") and is dated <a href="https://linear.com/linear.co

- Seller may make repairs to the Property to remedy any safety or soundness issues. No
  other repairs to or inspections of the Property will be made, unless expressly addressed in
  this Addendum. Should the Property sustain any material damage after the acceptance of
  an offer or prior to the Closing under the Purchase Agreement, Seller, in its sole
  discretion, shall have the option to:
  - a) terminate the Purchase Agreement;
  - b) re-negotiate the Purchase Price;
  - or c) proceed with repairs.

In the event Seller elects option b) or c) above, Buyer may either:

- a) proceed with the transaction; or
- b) terminate the Purchase Agreement and receive a refund of Buyer's Earnest Money Deposit.
- 2. Seller will not assign to Buyer any rights to any insurance claims or proceeds covering destruction or damage to the Property. Seller's insurance policies are non-transferable and will not be prorated at the Closing.
- 3. Buyer shall be charged a fee of \$50.00 per calendar day for any extension granted by Seller past the Closing Date, to be paid to and collected by the Closing Agent at the time such extension is granted. Buyer shall not be obligated for any delays caused by Seller's title company and/or the Closing Agent. All funds must be paid according to the Closing Agent's instructions for receipt prior to the Closing.

- 4. Seller will not pay any amounts toward any closing costs or fees, including, without limitation, non-allowable expenses, transfer taxes, pre-paid amounts or points. Notwithstanding state or local custom, any Seller's attorney's fees and other costs related to closing shall be borne and paid by the Buyer.
- 5. FINAL OFFER ACCEPTANCE IS SUBJECT TO INVESTOR APPROVAL.
- 6. Seller does not agree to arbitration or mediation.
- 7. The Property may be subject to ground rent. Seller will not redeem the ground rent.
- 8. Seller requires three (3) full business days prior to the Closing to review and execute any lender required documents, settlement statements, and/or any other documents requiring Seller's signature. Seller shall not be responsible for any loss or damage due to the Closing being delayed if Seller is not given three (3) full business days for review and execution of these items.
- 9. Buyer understands and acknowledges that the purchase of the Property and the Purchase Agreement are not contingent on the Buyer obtaining financing for the purchase of the Property.
- 10. Employees and family members residing with employees of Wells Fargo Bank, N.A., its affiliates or subsidiaries are strictly prohibited from directly or indirectly purchasing any property owned or managed by Wells Fargo Bank, N.A. The agent or employees of the agent or agency and family members residing with the agent or employees of the agent or agency are prohibited from directly or indirectly purchasing any property owned or managed by Wells Fargo Bank, N.A. and listed by the agent or agency or any property for which the agent has performed services. For purposes of this paragraph "family member" is defined as a spouse, domestic partner, parents, grandparents, children, grandchildren, brothers and sisters, including in all cases, step-family members.
- 11. The Property may be subject to a redemption period pursuant to applicable state law. It is Buyer's responsibility to consult with the Closing attorney or Closing Agent to determine if any redemption period applies and has expired. An unexpired redemption period could delay or prevent the Closing and could result in a prior mortgagor or lien holder exercising their option to redeem the Property. Seller makes no guarantees or representations concerning the expiration of any redemption periods. Should an unexpired redemption period prohibit the Closing, Buyer may exercise Buyer's option to cancel the Purchase Agreement and be entitled to return of Buyer's Earnest Money Deposit. No additional compensation or reimbursement will be paid by Seller for any expenditure made by Buyer regarding the Property.
- 12. 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 Purchase Agreement or the Purchase Price unless the personal property is specifically described in the Purchase 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. 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. Buyer assumes responsibility for any personal property remaining on the Property at the time of the Closing, whether or not owned by Buyer. Buyer agrees for the benefit of Seller that from and after the 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. For the avoidance of doubt, Seller shall not be liable for the maintenance, treatment, processing, storing or disposal of any such personal property.

- 13. Buyer shall have no right to access or inspect the Property prior to Closing. If the Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, then: (A) Such event shall constitute a material breach by the Buyer under the Purchase Agreement; (B) The Seller may terminate the Purchase Agreement; (C) The Buyer shall be liable to the Seller for all claims caused by any such alteration or occupation of the Property prior to Closing; and (D) Buyer waives all claims for improvements made by the Buyer to the Property including, but not limited to, any claims for unjust enrichment.
- 14. Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Seller will not engage in any transaction with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers, or that Seller suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the information on the form attached hereto as Exhibit A must be provided. This information will be used for the sole purpose of screening against OFAC and WorldCheck lists. If Seller finds in its sole and absolute discretion that any Buyer meets the criteria as described above, the offer, Purchase Agreement and all other documents executed in connection with the purchase of the Property shall be of no effect and automatically cancelled and terminated.
- 15. Title to the Property will be conveyed via quit claim/special/limited warranty deed or such other similar form of deed acceptable in the jurisdiction where the Property is located, unless otherwise stated.

The deed will be prepared as indicated below. Only parties to the Contract for Purchase can be named in the deed. If Buyer is not an individual, copies of the proper documentation as to the trust or other entity must be supplied.

uyer's name(s) as it should appear on the deed:	
EAL ESTATE SOLID SOLUTIONS LLC	
Iarital Status:	
esting to appear on the deed:	
ESTING TO APPEAR ON THE GEEG.	

3

16. A copy of all notices delivered pursuant to the Purchase Agreement shall be delivered to Seller at:

Wells Fargo Home Mortgage 1 Home Campus, MAC F2303-040

Des Moines, IA 50328-0001

Attention: REO Manager

17. BUYER ACKNOWLEDGES AND AGREES THAT NO TITLE INSURANCE OF ANY KIND IS BEING PROVIDED TO BUYER BY SELLER, THAT TITLE INSURANCE IS NOT A CONDITION TO CLOSING 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.

os Me	
Buyer Initials	

18. Buyer agrees that the Property is not unique and that in the event of Seller's default or a material breach of the Purchase Agreement, Buyer's sole remedy shall be a return of Buyer's Earnest Money Deposit. Buyer hereby waives all rights of specific performance against Seller or actions against the Property, including, without limitation, the filing of any *lis pendens* or similar action.

Mz	
Buyer Initials	

19. Upon Closing, Buyer acknowledges and agrees that Seller and its agents and assigns have no further responsibility, obligation, or liability to Buyer.

[Signatures Follow]

Dated: 11/20/2019	
REAL ESTATE SOLID SOLUTIONS LLC	
By: Mahmoud Khader, Manager Buyer Name (printed)	Malimond Eliadir  SECCIFEGEE PAGE  Buyer (signature)
Dated:	
Wells Fargo Bank, N.A.	By:
Seller Name (printed)	Name:
	Title:

[Signature Page to AUCTION ADDENDUM TO PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS]

# Exhibit A

Pursuant to the Bank Secrecy Act ("BSA") and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Seller will not engage in any transaction with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers, or that Seller suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the information requested below must be provided. If further verification is needed, Seller may request more specific information to comply with BSA and OFAC requirements. This information will be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

BUYER: VERIFY ACCURACY OF FULL NAME, ADDRESS, AND DATE OF BIRTH.
Full Legal Name (First, Middle, and Last) Mahmoud Khader (no Middle Name)
Complete Address (no P.O. Boxes) 285 Avenue C, Apt 1 C, New York, NY 10009
Date of Birth <u>01/16/1956</u>
COBUYER: VERIFY ACCURACY OF FULL NAME, ADDRESS, AND DATE OF BIRTH.
Full Legal Name (First, Middle, and Last)
Complete Address (no P.O. Boxes)
Date of Birth
ADDITIONAL COBUYER: VERIFY ACCURACY OF FULL NAME, ADDRESS, AND DATE OF BIRTH.
Full Legal Name (First, Middle, and Last)
Complete Address (no P.O. Boxes)
Date of Birth
If Buyer is a company, corporation, partnership, limited liability company non-profit organization, trust or is not purchasing as an individual, Buyer must provide full company, corporation, partnership, limited liability company, non-profit organization, or trust name and proof of signing authority.
Buyer's company, corporation, partnership, limited liability company, non-profit organization, trust:
REAL ESTATE SOLID SOLUTIONS LLC
Employee or Tax ID #, if applicable _83-0666270 <pre></pre> <pre>&lt;</pre>

SIGNATURE PAGE FOLLOWS.

List all principal owners of partnership or limited liability company or all signers (including non-board members) and all individuals with principal ownership or financial interest in non-profit organizations or trusts, including full name, permanent home address (no P.O. Boxes) and dates of birth for each.

< IF PURCHASING IN ENTITY LIST ADDITIONAL MEMBERS		
ALL MEMBERS INCL. FULL MIDDLE NAME	HOME ADDRESS	DATE OF BIRTH

If Seller finds in its sole and absolute discretion that any buyer meets the criteria as described above, the offer, Purchase Agreement or other documents executed in connection with the purchase of the Property shall be of no effect and shall be automatically cancelled and terminated. In the event of such termination, Seller shall be entitled to retain Buyer's Earnest Money Deposit.

Buyer:	Malimoud khader  —5E0C77EDEED8431	
Date:	11/20/2019	

# 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 DISC	<u>LOSURE</u> ( 1. □		and/or lead-based paint hazards <i>(chec</i> or lead-based paint hazards are presen	
	☑ 2. □	Records and reports available Seller has provided the purcha	ead-based paint and/or lead-based paint to the Seller (check one below): aser with all available records and reports in the housing (list documents):	-
	$\square$	Seller has no reports or record housing	ds pertaining to lead-based paint and/or	lead-based paint hazards in the
PURCHASER'S	ACKNOW	<b>LEDGMENT</b> (Buyer Initial lines 3	3, 4 & 5)	
		3. Purchaser has received of	copies of all information listed in 2 above	e, if any.
DS		4. Purchaser has received t	he pamphlet <b>Protect Your Family Fro</b>	m Lead in Your Home.
os M&			e below): nity (or mutually agreed upon period) to of lead-based paint and/or lead-based	
	V	Waived the opportunity to and/or lead-based paint haz	conduct a risk assessment or inspection ards.	n for the presence of lead-based pair
WARRANTIES V AND ITS SERVICEMPLOYEES, S UNCONDITIONAL ATTORNEYS, O KNOWN AND U	WHATSOE CERS, REI SUCCESSO ALLY RELI OFFICERS, NKNOWN,	VER AS TO THE CONDITION OPRESENTATIVES, AGENTS, BI PRS AND ASSIGNS HAS NO RE EASES SELLER AND IT'S SER DIRECTORS, EMPLOYEES, SL	ROPERTY "AS IS," WITHOUT ANY RI F THE PROPERTY. PURCHASER FU ROKERS, AUCTIONEER, ATTORNEY SPONSIBILITY OR LIABILITY FOR, A VICERS, REPRESENTATIVES, AGEN ICCESSORS AND ASSIGNS FROM, A T IS BASED UPON, OR RELATED TO	RTHER AGREES THAT SELLER S, OFFICERS, DIRECTORS, AND PURCHASER HEREBY TS, BROKERS, AUCTIONEERS, ANY AND ALL LIABILITY, BOTH
AGENT'S ACKN	OWLEDG	<u>MENT</u>		
	6.		Seller's Broker has informed the seller his/her responsibility to ensure complia	
CERTIFICATION	OF ACCU	<u>JRACY</u>		
The following parthe signatory is to			nd certify, to the best of their knowledge	e, that the information provided by
			Docusigned by: Malimond Eliader	11/20/2019
SELL	ER	Date	BUYER	Date
SELL	ER	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:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

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

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

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

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

Auction.com, Inc.	580708	580708 legal@auction.com		n (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	
Licensed Supervisor of Sales Agent/ Associate	License No.	Email		Phone	
Sales Agent/Associate's Name	License No.	Email		Phone	
-os Mk 11/20/2019	Э				
Buyer/Tenant Initials Date	Co-Buyer/Ten	ant Initials Date	Seller Initials	Date	

# COMMITMENT FOR TITLE INSURANCE T-7

# **ISSUED BY**

# AGENTS NATIONAL TITLE INSURANCE COMPANY

# **SCHEDULE A**

Effectiv	e Date: \$	September 27, 2019, am	GF No. <b>GF19125407</b>
Commi	tment No	, issued ,	
1.	The pol	icy or policies to be issued are:	
	a.	OWNER'S POLICY OF TITLE INSURANCE (Form T-1) (Not applicable for improved one-to-four family residential real estate) Policy Amount: PROPOSED INSURED:	
	b.	TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R) Policy Amount: PROPOSED INSURED:	
	c.	LOAN POLICY OF TITLE INSURANCE (Form T-2) Policy Amount: PROPOSED INSURED: Proposed Borrower:	
	d.	TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-Policy Amount: PROPOSED INSURED: Proposed Borrower: THE SECRETARY OF HOUSING AND URBAN DEVELOPM	,
	e.	LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13) Binder Amount: PROPOSED INSURED: Proposed Borrower:	
	f.	OTHER Policy Amount: PROPOSED INSURED:	
2.	The inte	erest in the land covered by this Commitment is: Fee Simple	
3.	Record	title to the land on the Effective Date appears to be vested in:	
4.	Legal de	escription of land:	

SEE ATTACHED EXHIBIT "A"

# **EXHIBIT "A"**

Lot Twenty-Nine (29), in Block Three (3), of Windrose West, Section Nine(9), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 542045, of the Map Records of Harris County, Texas.

Property Address and Tax Parcel Identification Number listed are provided solely for informational purposes , without warranty as to accuracy or completeness and are not hereby insured.

Property Address: 6810 SUMMER BRIDGE LANE, SPRING, TX 77379

Tax Parcel ID Number: 1245280030029

# COMMITMENT FOR TITLE INSURANCE T-7

# **ISSUED BY**

# AGENTS NATIONAL TITLE INSURANCE COMPANY

### **SCHEDULE B**

# **EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Those recorded under Film Code No. 542045, of the Map Records of Harris County, Texas and under Clerk's File No(s). Z323995, X311036, Y017326 and RP-2019-371584, Official Public Records, Harris County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States or (b) relates to the handicap but does not discriminate against handicapped persons.

- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- 3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
- 4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities.
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

- 5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
- 6. The terms and conditions of the documents creating your interest in the land.
- 7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
- 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

Continuation of Schedule B GF No. GF19125407

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. Rights of parties in possession (Owner's Policy only)
- b. The terms, conditions, stipulations, provisions, easements, restrictions, building lines, reservations, and other matters set out in Film Code No. 542045, of the Map Records of Harris County, Texas and under Clerk's File No(s). Z323995, X311036, Y017326 and RP-2019-371584, Official Public Records, Harris County, Texas. Maintenance Charge/Assessments as provided for herein. Subordination to the bona fide lien of any first mortgage contained therein.
- c. Terms, conditions, provisions and stipulations of a storm sewer easement filed under Harris County Clerk's File No. W844122.
- d. Terms, conditions, provisions and stipulations of a public utility easement and aerial easement filed under Harris County Clerk's File No. X271469.
- e. Terms, conditions, provisions and stipulations of a water line easement filed under Harris County Clerk's File No. Z240067.
- f. Terms, conditions, provisions and stipulations of a public access and utility easement filed under Harris County Clerk's File No. 20120288118.
- g. Any and all easements, building lines, conditions, covenants and restrictions as set out in plat thereof, of record in Film Code No. 542045, of the Map Records of Harris County, Texas.
- h. All leases, grants, exceptions or reservations of coal, lignite, oil, gas or other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- i. All matters as defined on recorded plat in Film Code No. 542045, of the Map Records of Harris County, Texas.
- j. Subject to all visible and apparent easements a current survey will reveal.
- k. Easements, or claims of easements, which are not recorded in the public records.

# COMMITMENT FOR TITLE INSURANCE T-7

# **ISSUED BY**

# AGENTS NATIONAL TITLE INSURANCE COMPANY

# **SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

- 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- 2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- 3. You must pay the seller or borrower the agreed amount for your property or interest.
- 4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
- 5. Property taxes for the current tax year and all prior years must be paid at or before closing of the proposed transaction. Please refer to your Tax Certificate for Tax Liens/Tax Suits and Tax Information.
- 6. Proof of payment in full of all dues, assessments and fees for Windrose Community Association, Inc., subject to refinance fee, if applicable.
- 7. Vendor's Lien retained in deed dated December 16, 2010, recorded January 4, 2011, under Harris County Clerk's File No. 20110004320, securing the payment of one note in the principal amount of \$206,444.00, bearing interest and payable as therein provided to the order of Primelending, a PlainsCapital Company, with Mortgage Electronic Registration Systems, Inc. ("MERS") designated as nominee and beneficiary for lender and additionally secured by a Deed of Trust of even date therewith, in favor of Trustee(s), recorded under County Clerk's File No. 20110004321, Official Public Records, Harris County, Texas.
- 8. Extended/modified by Loan Modification Agreement (Deed of Trust) dated April 16, 2014 and filed of record on December 15, 2014 under Harris County Clerk's File No. 20140556540.
- 9. Deed of Trust dated December 20, 2010, recorded January 4, 2011, under Harris County Clerk's File No. 20110004321, executed by Trustee, and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby, securing one promissory note of even date therewith in the principal amount of \$206,444.00, payable to the order of Primelending, a PlainsCapital Company, with Mortgage Electronic Registration Systems, Inc. ("MERS") designated as nominee and beneficiary for lender.

Continuation of Schedule C GF No. GF19125407

10. Company finds of record multiple liens and/or judgments and other matters filed against names similar to. Liens are found in the public records under Clerk's File Nos. 20140221273, RP-2016-348367, RP-2016-484387, RP-2017-165003, RP-2017-345562, RP- 2018-148409, RP-2019-90224, Official Public Records, Harris County, Texas. Said liens must be released or satisfactory evidence must be provided to the Company that these liens do not apply to the party(ies) in this transaction.

- 11. Company finds of record bankruptcies filed against names similar to . Said proceedings must be closed or satisfactory evidence must be provided to the Company that these bankruptcies do not apply to the party(ies) in this transaction.
- 12. The right is reserved to make and insert additional exceptions and/or requirements based upon the review of the survey, up to and including issuance of the policy.
- 13. If the land has an agricultural tax exemption, Company requires the land be converted from agricultural exempt property to homestead exempt property on the county property tax rolls in order to insure against rollback taxes (provide "tax deletion").
- 14. Company must determine the marital status of all listed in Schedule A at all times subsequent to the acquisition of subject property and require joinder where applicable.
- 15. Company requires the execution of an Affidavit as to Debts and Liens by the record owners on the form promulgated by the Title Company.
- 16. Company requires the execution of an Owner's Affidavit by the record owners on the form promulgated by the Title Company.
- 17. Company must be provided with a properly executed Warranty Deed conveying the subject property from the vested owner(s) to the proposed borrower(s). Said documentation must be provided prior to or at time of closing.
- 18. Proposed insured will be required to execute a waiver of inspection at the time of closing and an exception to "rights of parties in possession" will be contained in the owner's policy when issued: However, the proposed insured may request that this exception be omitted, in which case the company will require that an inspection be conducted by its agent, for which an inspection fee may be charged, and the company reserves the right to make additional exceptions in the policy matters revealed by the inspection.
- 19. This Commitment for Title Insurance was prepared on the basis of the current transaction being a residential sale. Should the transaction change in any manner, including but not limited to becoming a pass-through transaction or construction loan, Company requires notification of such change and reserves the right to amend the commitment and make additional exceptions and/or requirements as it deems necessary.

Countersigned
BNT of Texas, LLC
Victoria Uleming

By:

# COMMITMENT FOR TITLE INSURANCE T-7

Continuation of Schedule D GF No. GF19125407

# **SCHEDULE D**

GF No. GF19125407 Effective Date: September 27, 2019, am

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment The following individuals are directors and/or officers, as indicated, of **Agents National Title Insurance Company**:

#### **DIRECTORS:**

Patrick Carney Bruno Pasceri John Keratsis Cheryl Cowherd Brent Scheer David Townsend Lori Dorman Kevin Thomas Graham Fleming

#### **OFFICERS:**

David Townsend, President Brent Scheer, Treasurer Lori Dorman, Secretary

- 2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: BNT of Texas, LLC
  - (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

**Owners: Boston National Holdings, LLC** 

- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium. Boston National Holdings, LLC 100%.
- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

OFFICERS AND DIRECTORS OF BNT OF TEXAS, LLC: John Keratsis, CEO; Nathan Bossers, COO; Keith Lewis, Chief Compliance Officer; Danny Helms, On Site Manager

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
- (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).
- 3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
Total	\$0.00

Continuation of Schedule D GF No. GF19125407

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company: 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount To Whom For Services

<sup>&</sup>quot;The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

# **DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE	DATE

BNT of Texas, LLC Revised August 28, 2001 Privacy Policy Notice

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **BNT of Texas, LLC** 

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from (our affiliates or) others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**Certificate Of Completion** 

Envelope Id: DA727B68581D4D06BA58051C030C138E

Subject: Auction.com Purchase Agreement for AC95627; 6810 SUMMER BRIDGE LANE

environment: Source Envelope:

Document Pages: 40 Signatures: 8 Certificate Pages: 5 Initials: 12

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

**Envelope Originator:** 

**Auction Contracts** 

Status: Completed

1 Mauchly

Suite 200

Irvine, CA 92618 docs@auction.com

IP Address: 68.66.33.171

**Record Tracking** 

Status: Original

11/19/2019 5:04:32 PM

Holder: Auction Contracts

docs@auction.com

Signature Adoption: Pre-selected Style Using IP Address: 78.101.81.54

Location: DocuSign

**Signer Events** 

Mahmoud Khader

mmkhader@isotopehomes.com

Security Level: Email, Account Authentication

(None), Authentication

Signature

Malmoud Klader

5E0C77FDEFD8431...

**Timestamp** 

Sent: 11/19/2019 5:04:35 PM Viewed: 11/20/2019 6:43:21 PM

Signed: 11/20/2019 6:49:48 PM

**Authentication Details** 

ID Check:

Transaction: 23020986669692

Result: passed Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient Information Provided for ID Check: Address,

SSN9, SSN4, DOB

Performed: 11/20/2019 6:42:58 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 11/20/2019 6:43:21 PM

ID: 326a036d-e7a5-4a4c-987a-7011ae7cbdd7

**Question Details:** 

passed property.association.single.real

passed corporate.association.real passed person.age.real

passed domainname.association.fake

passed property.county.real passed county.lived.single.real

In Person Signer Events

Signature

**Timestamp** 

**Editor Delivery Events** 

**Status** 

**Timestamp** 

**Agent Delivery Events** 

**Status** 

**Timestamp Timestamp** 

**Certified Delivery Events** 

**Intermediary Delivery Events** 

**Status Status** 

**Status** 

**Timestamp** 

**Timestamp** 

**Carbon Copy Events** 

WF AUCTION CLOSER

wellscwcot@bostonnationaltitle.com

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

COPIED

Sent: 11/20/2019 6:49:49 PM

**Witness Events** 

Signature

**Timestamp** 

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/20/2019 6:49:49 PM
Certified Delivered	Security Checked	11/20/2019 6:49:49 PM
Signing Complete	Security Checked	11/20/2019 6:49:49 PM
Completed	Security Checked	11/20/2019 6:49:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

### CONSUMER DISCLOSURE

From time to time, Ten-X, its affiliates (including Auction.com) (Ten-X, we, or us) and Seller may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

# Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

### **How to contact Ten-X and Seller:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ooacontracts@ten-x.com

# To advise Ten-X and Seller of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ooacontracts@ten-x.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

# To request paper copies from Ten-X and Seller

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ooacontracts@ten-x.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Ten-X and Seller

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to ooacontracts@ten-x.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

	T
Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari <sup>™</sup> 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies
	_

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Ten-X and Seller as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Ten-X and Seller during the course of my relationship with you.