



Information About Brokerage Services

11-2-2015

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

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

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

<u>My Real Estate Expert, LLC</u>	<u>9001183</u>	<u>info@myrealestateexpert.com</u>	<u>713.583.9999</u>
Licensed Broker / Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>My Real Estate Expert, LLC</u>	<u>9001183</u>	<u>info@myrealestateexpert.com</u>	<u>713.583.9999</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Lori Lee Lemons-Campbell</u>	<u>582311</u>	<u>lori@myrealestateexpert.com</u>	<u>713.252.4000</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Heather Schenst Kasper</u>	<u>645562</u>	<u>heatherk@myrealestateexpert.com</u>	<u>979.421.0325</u>
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

BID ONLINE / MAKE OFFER

3183 CR 676, Devine, TX



2/2 Ranch Home
on 19+ Acres



www.buckupauctions.com

Opens September 10th - Closes September 19th
Online Real Estate Auction

Charming 2/2 Ranch Home, recently remodeled, ready for you to move in & enjoy! This home is situated on just over 19 acres. Approximately 12 of those acres are used for hay production. The remaining acreage is cross-fenced. The BMA Canal borders 3 sides of the property. There is also a recently added barn with pipe chute, stalls & 300 sq./ft. living area. The property has a pond stocked with catfish, bass, & perch. The area is abundant with wildlife! On this property you are likely to see dove, quail, whitetail, fox, bobcat and more. You can also enjoy area amenities like the 18-hole golf course just miles away! This could be: your home, your home away from home, your ranch or your hunting retreat! Whatever you make it, you will enjoy the peace and quaintness of this property!

Inspection/Preview Days on September 5 & 16, 2016 - 1pm-5pm

Property Auction to Close on September 19, 2016 @ 3:30pm

6% Buyer's Premium

Property Sold "As Is" "Where Is" with no warranties or guarantees

Property will be sold by Seller confirmation & may be divided.

PRE-AUCTION OFFERS ACCEPTED

Broker/Agent Participation Encouraged & Compensated

Go to www.buckupauctions.com for full Terms & Conditions of sale!





TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT

3183 & 3195 CR 676
Devine, TX 78016

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: _____ ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: Southeast Position of the Home ☐ Unknown
- (4) Installer: Brett Hutto ☐ Unknown
- (5) Approximate Age: 2 yrs. on tank ☐ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? July 2014
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No
If yes, explain: _____

- (4) Does Seller have manufacturer or warranty information available for review? ☒ Yes ☐ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed
☐ maintenance contract ☐ manufacturer information ☐ warranty information ☒ License
Installation Report
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

(TAR-1407) 1-7-04

Initialed for Identification by Buyer _____ and Seller JB NB

My Real Estate Expert, LLC., 18810 Juergen Road Suite A Tomball, TX 77377
Phone: (979)421-0325

Fax: _____
Heather Kaspar

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

Page 1 of 2

Staci & Nicholas

- D. INFORMATION FROM GOVERNMENTAL AGENCIES:** Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.



Signature of Seller
Nicholas A. Brailas
8/7/16

Date



Signature of Seller
Staci S. Brailas
8/4/16

Date

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date

Medina County, Texas

N

Scale: 1"=100'

CANAL D-1

3.00 Acres, More or Less
Mildred B. Hader, Trustee of
The Albert F. Hader and Mildred B. Hader
Revocable Living Trust
to
Leona M. Jencencia
Vol. 508, Pg. 99
September 29, 2003

8.749 Acres
Save and Except 3.00 Ac. Tr.
Keith Evan Colman
to
Sara J. Michaels, et al
Vol. 810, Pg. 339
February 24, 2011

Sur. 516

Lot 42

San Antonio Trust Subdivision
Vol. 2, Pg. 2, Sheet "P"

19.796 ACRES

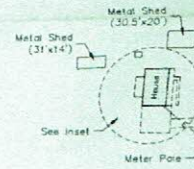
(19.776 Ac. in Sur. 516)

18.787 Ac. Tr.
Robert Anthony Flores, Sr., et ux
to
Eduardo G. Gutierrez
Vol. 776, Pg. 716
February 17, 2010

BLK. 33

Joseph Lutenbacher
abst. 631

CANAL D-1



Tank

Prepared For: Eduardo G. Gutierrez

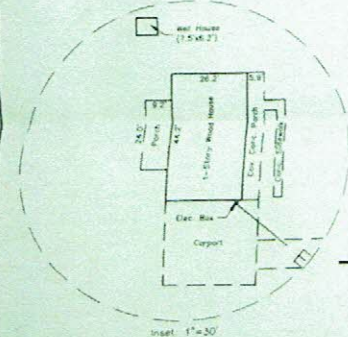
The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing plot was prepared from an actual survey made under my supervision on the 17th day of June, 2013.

Charles W. Rothe
Registered Professional Surveyor No. 2453



The subject property is located outside the limits of any 100 year flood zone as shown on the National Flood Insurance Program Flood Insurance Rate Map, Medina County, Texas, Community Panel Number 480472 0670 C, Effective Date: April 3, 2012.



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	116.87	68.3342	62.66	115.37	S 84.59.52" E	110.74
C2	74.79	74.55.17	5.11	97.50	S 75.52.44" E	90.98
C3	219.10	70.18.06	104.13	268.64	N 48.34.28" W	254.13
C4	219.10	25.24.06	47.58	97.74	S 83.78.28" W	86.34
C5	62.50	82.42.06	14.83	89.30	N 68.12.53" W	82.32
C6	62.50	61.32.49	17.10	66.92	N 03.53.14" E	63.79
C7	183.50	48.21.07	80.58	154.86	N 10.13.47" E	150.30
C8	188.80	33.57.94	60.08	116.69	N 32.48.07" E	115.09
C9	254.10	17.44.42	30.67	76.70	N 10.55.24" E	78.38

Sur. 500

Jacob Steinhart
abst. 899

Co. Rd. 6612



Charles Rothe & Assoc., Inc.
Engineers & Surveyors
1705 Ave. K, P.O. Box 426
Hondo, TX 78861
Ph: (830)426-3005
Fax: (830)426-8160
e-mail: crassoc@hondo.net
www.rothelandsurveyor.com

3183 CR 676 - Devine 78016, Medina County



ID No.: 99165
 Listing Type: Auction
 Use: Residential, Farm & Ranch
 Building: Single Family Residence
 Status: Active
 Days on Market: 20

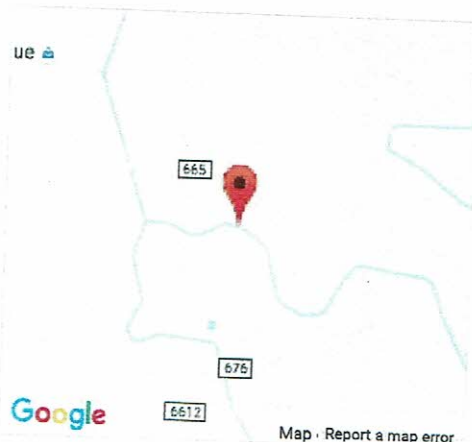


Buck Up Realty/My Real Estate
 Expert, LLC.

Office Phone: 9794210325

Building Information

Size: 1,144 Sq. Ft.	Const. Type: Standard Frame	Levels: Single
Beds: 2	Exterior: Other	Year Built: 2000
Baths: 2	Roof: Metal	Age Range: 5-20 Yrs
Other Features: Central Heat & Air, Garage/Carport		



Land Information

Acreage: 19.79 Acres	Maint. Fees:
Mineral Conveyance: None	
Utilities: Well, Septic	
Frontage: Gravel Road, County Road	
Improvements: Barns, Pens, Horse Stalls	
Water Features: Pond	
Terrain: Partially Wooded, Rolling, Sandy Soil, Improved Pasture	
Land Use:	

Tax Information

Tax Id No.: R60745 & R24770
 Taxes: (This property qualifies for an ag exemption.)
 Subdivision:
 School District: Devine
 Legal Description: SAN ANTONIO TRUST, BLOCK 33, LOT 42 (PT OF), ACRES 1.00 & SAN ANTONIO TRUST, BLOCK 33, LOT 42 (PT OF), ACRES 18.787 PER MEDINA COUNTY APPRAISAL DISTRICT.

Additional Information

Financing: Cash, Conventional, FHA, VA

Comments: Charming 2/2 Ranch Home, recently remodeled, ready for you to move in & enjoy! This home is situated on just over 19 acres. Approximately 12 of those acres are used for hay production. The remaining acreage is cross-fenced. There is also a recently added 1,500 sq. ft. barn with pipe chute & 4 stalls. The property has a pond stocked with catfish, bass, & perch. The area is abundant with wildlife! On this property you are likely to see dove, quail, whitetail, fox, bobcat and more. This could be: your home, your home away from home, your ranch or your hunting retreat! Whatever you make it, you will enjoy the peace and quaintness this property possesses!

This property will be marketed using the auction method of marketing. Online Bidding will be available. Auction will conclude, tentatively Monday, September 19, 2016. Inspection & Preview Days are set for Monday, September 5, 2016 (Labor Day), from 1-5PM & Saturday and Sunday, September 16 & 17 from 1-5 P.M. on Saturday & 10AM until NOON on Sunday. More information will be posted at

www.buckupauctions.com. Be sure to go there for the full terms & conditions of the sale. The seller has the right to accept or reject the final bid price. Seller also reserves the right to sell property as a whole or divide. Agent is a licensed realtor and auctioneer - TXL 17037, regulated by the TDLR. More information is available by request.

2/2 Ranch Home in DEVINE, TX

Directions: From San Antonio: I35 S toward Laredo. Exit 127/FM-471/Natalia. Keep LT at fork. Merge on I35 N. First rt onto FM 471. Turn Left on E 2nd St/TX-132/FM-471. Slight RT onto FM 471 S. Left on CR 6715. CR6715 becomes CR 675 & CR 675 turns into CR676. On RT.

Member Information

Showing Requirements: Must have an appointment to view property. Property has scheduled inspection days: Monday, September 5, 2016 (Labor Day) from 1PM-5PM, Saturday, September 16, 2016 from 1PM-5PM, & Sunday, September 17, 2016 from 10AM-12NOON. Buyer's Agent must submit buyer representation form to be compensated. Pre-Auction offers are encouraged. Seller is Realtor/Auctioneer's Cousin.

Agent Comp.: 3.00 %

Owner's Name:

Additional Member only information

Private Information

Expiration Date: 7/28/2017

Private Comments:

[Terms of Service](#) | [Privacy Policy](#)

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HEATHER KASPAR
979-421-0325
REALTOR®, Agent
BuckUpRealty.com



BROKER

REAL ESTATE AUCTION TERMS AND CONDITIONS

Thank you for attending today's auction. Good luck!

All bidders must register acknowledging that they have read and agree to these "Terms and Conditions" of the sale as outlined prior to bidding. It is important that you familiarize yourself with the terms and conditions as all sales are final and irrevocable. The terms of sale are non-negotiable. Registration at the auction finalizes each bidder's agreement to the terms and conditions of the sale. Do not bid until you have read the terms and conditions. Bidders may register online to bid on the specific property in question. There is no fee to register although a valid credit card will be required to verify identity and funds. By bidding you are representing to Buck Up Enterprises, LLC., Buck Up Auctions, Buck Up Realty/My Real Estate Expert, LLC., ("Agent" and/or "Auctioneer") and the seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. If you do not agree with any of the terms and conditions stated **DO NOT BID** or you will be bound by those terms and conditions. By bidding you agree to all disclosures.

Auctioneer's Note: Buck Up! Enterprises, LLC – dba Buck Up Auctions, in conjunction with My Real Estate Expert, LLC./ Buck Up Realty, has been contracted to sell real property for Stephanie Stenslie & Roger Baresh.

Property Description: SAN ANTONIO TRUST, BLOCK 33, LOT 42 (PT OF), ACRES 1.00 & SAN ANTONIO TRUST, BLOCK 33, LOT 42 (PT OF), ACRES 18.787

Auction Method: This property will be offered by a 10-day timed online auction, with the ability to submit offers before auction day. Property may be marketed and sold as a whole or divide. The property may be marketed both ways. Seller will have the right to accept or reject the final bid price, in all scenarios.

Auction Launch Date: Friday, September 9, 2016 – 10AM

Auction Close Date: Monday, September 19, 2016 – 3:30PM

Inspection/Preview: Property will be available for preview on Monday, September 5, 2016 (Labor Day) from 1 P.M. to 5 P.M., Saturday, September 16, 2016 from 1 P.M to 5 P.M, and Sunday, September 17, 2016 from 10 a.m. until NOON. Licensed realtors may schedule a preview/inspection of the property at any time.

Buyer's Premium: There is a 6% buyer's premium on the real estate, at this sale. This buyer's premium will be added to the final bid price, creating the total purchase price of the property.



BROKER

Announcements: All announcements made the day of auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale. Seller reserves the right to withdraw property from auction at any time.

Earnest Money: Upon the completion of the live auction the winning bidder will immediately make an earnest money down payment of \$5,000.00. The earnest money will be made in the form of a personal or cashier's check payable to selected Title Company. The remainder of the purchase price is due upon closing. **BIDDING IS NOT CONTINGENT UPON FINANCING.**

Documentation: Upon the completion of the live auction the winning bidder will sign a contract and any supporting documents once Auctioneer/Broker receives Sellers bid approval.

Completion of Purchase Documentation for Real Estate: If the winning bidder is a live bidder, all required purchase documentation will be signed by the winning bidder immediately following the auction. If the winning bidder is an absentee or phone bidder, the Auctioneer or Title Company shall contact approved buyer, within 24 hours immediately following the close of the auction. Buyer shall have two (2) days following the auction to return all completed Texas Association of Realtors (TAR) documents or shall be subject to paying a liquidated damages amount equal to the down payment. If you wish to have the purchase documents reviewed by an attorney, please contact Auctioneer PRIOR to the Auction and we will provide them to you for review so as to not delay the post auction process.

Bidding Process: No bid may be withdrawn by a bidder once made to the Auctioneer. All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property "sold" and the auction has concluded. The Auctioneer reserves the right, but has no obligation, to bid on behalf of the seller. The seller has the right to accept or reject all bids. The Auctioneer will call the sale and control any increments of bidding. The bidder's number is nontransferable. Seller may choose to extend the online auction, if the reserve price is not met.

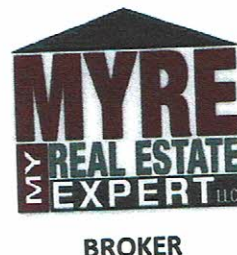
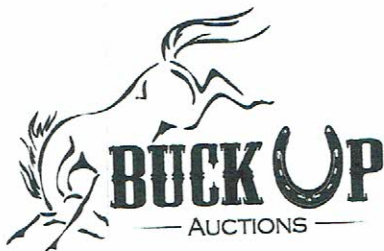
Acceptance of Bid Price: Seller has the right to accept and reject any and all bids or counter the high bid of the property. The Seller is responsible to honor their bid until the seller rejects the high bid in writing. Auction Company will make every effort to receive full acceptance upon the final bid of the live auction.

Real Estate Taxes and Assessments: Property taxes for 2016 will be prorated to the date of closing. The buyer will be responsible for any "rollback" property taxes. The buyer(s) will be responsible for all taxes imposed after the execution of the General Warranty Deed.

Closing: Will take place on or before October 20, 2016 at the selected Title Company or as soon as applicable closing documents, and due diligence has been completed.

Possession: Buyer will take full possession upon closing and funding. Early possession will not be granted prior to closing.

Title: A General Warranty Deed shall be executed by the Seller conveying the real estate to the buyer(s). Seller shall furnish to Buyer at Seller's expense an owner policy of title insurance. Title will be issued by the selected title company in the amount of the sales price.



Easements and Leases: Buyer understands that the sale of the property is subject to all leases and easements that are recorded.

Property Dwelling Type: Residential & Ag Exempt Open Land

Sewer and Water: This property operates on a septic system & well water, but does have city water access. The cost of connecting water service is the sole responsibility of the buyer.

Survey: There is an existing survey the seller will provide. The advertised legal description including but not limited to acreage, square footages, and any other measurements are approximate and have been assessed based on Appraisal District records, aerial photos, or other reliable sources. Information supplied by Auctioneer should not be deemed reliable and prospective buyer should verify all legal descriptions and boundary lines. If buyer for any reason does not find this survey to be sufficient, it will be the responsibility of the buyer to obtain a survey at their own expense.

Information of Brokerage Agency: Buck Up! Enterprises, LLC – dba Buck Up Auctions, in conjunction with My Real Estate Expert, LLC./ Buck Up Realty and auction/realty personnel are exclusive agents of the seller. An Information about Brokerage Services (IABS) form (TREC No. OP-K) is supplied in this PIP package. Texas Law requires all real estate licensees to supply this form to all prospective buyers, tenants, and sellers and landlords.

Broker Registration: Brokers/Agents must register their client by 5:00 pm on the business day immediately preceding the auction via the Broker Participation Form. A commission of 3% of the total sales price will be paid to any registered broker whose client purchases real estate at the auction and closes in full. It is the responsibility of any agent representing a client to have completed and returned the Broker Participation Form by the published deadline. No registration forms will be accepted at the auction. Brokers MUST attend the auction with their client or be present as their client executes any online bidding. Broker must also accompany their buyer to all previews and inspections.

Breach or Failure to Close (Default): If any conditions contained herein are not complied with by the buyer, or the buyer fails to close in accordance with the Real Estate Contract of Purchase, the earnest money deposit will be forfeited as liquidated damages. However, such forfeiture shall not preclude Buck Up Auctions or the seller from enforcing additional remedies available as detailed in the Real Estate Contract of Purchase.

Environmental Disclaimer: The seller and Buck Up! Enterprises, LLC. – dba Buck Up Auctions, My Real Estate Expert, LLC./Buck Up Realty, agents, contractors, employees, affiliates and assigns do not warrant or covenant with buyers with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state, or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises. Buyer is to rely upon their own environmental audit or examination of the premises.



Disclaimer: Information supplied in this property information package (PIP) and all supplied material is subject to the terms and conditions in this agreement. The property described in this (PIP) is being offered to the highest bidder "AS IS", "Where IS" and no warranty or guaranty is expressed or implied, concerning the property made by the Seller, Auction Company or broker. Each potential buyer is encouraged to perform his/her own independent inspections, inquiries and due diligence concerning the described property (at buyer's expense). The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient's risk. Buyer agrees to accept property with its current zoning, easements, and any and all right-of-ways that carry with it. All information is taken from sources deemed to be accurate and reliable, all measurements are approximate and not to scale. The seller and the auctioneers, Buck Up Enterprises, LLC. – dba Buck Up Auctions, My Real Estate Expert, LLC./Buck Up Realty, contractors, employees, firm, brokers, affiliates or assigns assume no liability in this matter. Any and all announcements made the day of auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale but shall in no event form the basis of any representation or warranty by seller or auctioneers. **Auctioneer has a right to accept or reject all bids. The Seller and Auction Company reserve the right to prohibit any person from bidding not in good standing with Auction Company and or Broker. In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer. All decisions made by Auctioneer and or Broker are final.**

Indemnification of Agent and Closer: Buyer jointly and agrees to indemnify and hold closer and agent their agents, principals, associates, affiliates, assigns and employees harmless against any and all losses, claims, damages or liabilities and expenses not resulting from agent or closer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by agent or closer hereunder relative to the performance of their duties related to the parties or the property, including without limitation any litigation arising from or in respect of this contract or the transactions contemplated hereby. Closer and agent shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Closer and agent are authorized to act on any document believed by them in good faith to be executed by the proper party or parties, and will incur no liability in so acting. Closer and agent are in all respects and for all purposes third party beneficiaries of this contract to the extent that this contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties. **ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS OBLIGATION OF BUYER FOR THE BENEFIT OF SELLER, CLOSER, OR AGENT IN THIS CONTRACT SHALL SURVIVE THE CLOSING AND/OR TERMINATION OF THIS CONTRACT.**

Corrections or Amendments: Any corrections and or amendments will be posted to the Auctioneers Website at www.buckupauctions.com and www.myrealestateexpert.com prior to the live auction. Prospective buyer(s) will be solely responsible for reviewing any and all possible updated material.



BROKER

Please sign below to buyer representations:

- I have read and agree to the Terms and Conditions of the auction sale as set forth herein.
- I have read, understand and agree to all of the terms and conditions in the Real Estate Contract of Purchase and will sign the Real Estate Contract of Purchase without making any changes to the pre-printed text.
- I understand that I do **NOT** have an agency relationship with Buck Up! Enterprises, LLC. – dba Buck Up Auctions, My Real Estate Expert, LLC./Buck Up Realty, its auctioneers, contractors, employees, brokers, affiliates, or assigns and all parties associated with.
- I accept full responsibility for due diligence on the real estate on which I am bidding.
- I understand that all real estate will be sold **“AS IS, WHERE IS. WITH NO GUARANTEES OR WARRANTIES EITHER EXPRESSED OR IMPLIED”**.
- I understand if I am the successful high bidder the sale of the property is not contingent upon obtaining a certificate of occupancy.
- I understand that, in the event I am the successful high bidder, and if I fail to close per the Real Estate Contract of Purchase, my earnest money deposit will be forfeited.
- I understand that, in the event I am the successful high bidder in a reserve auction, the seller has two (2) business days to accept or reject the high bid and that my offer is irrevocable during that time period.
- I understand this agreement will become part of the Real Estate Contract of Purchase if I am the successful high bidder.
- In the case of conflict between the Real Estate Contract of Purchase and these Conditions of Auction Sale for Real Estate, that the Real Estate Contract of Purchase shall take precedence.

BY SIGNING BELOW AND BIDDING, YOU HAVE ACCEPTED THESE TERMS AND CONDITIONS OF AUCTION SALE.

Signature	
Printed Name	
Title (If Business)	
Company	
Physical Address	
City/State/Zip	
Phone	
Fax	



BROKER

Email Address	
---------------	--



TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 3183 CR 676 Devine TX 78016

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☒ is ☐ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
☐ _____ or ☐ never occupied the Property

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

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

Item	Y	N	U
Cable TV Wiring	✓		
Carbon Monoxide Det.		✓	
Ceiling Fans	✓		
Cooktop	✓		
Dishwasher	✓		
Disposal			✓
Emergency Escape Ladder(s)			✓
Exhaust Fans	✓	✓	
Fences	✓		
Fire Detection Equip.	✓		
French Drain		✓	
Gas Fixtures		✓	
Natural Gas Lines		✓	

Item	Y	N	U
Liquid Propane Gas:			✓
-LP Community (Captive)			✓
-LP on Property			✓
Hot Tub			✓
Intercom System			✓
Microwave	✓		
Outdoor Grill			✓
Patio/Decking	✓		
Plumbing System	✓		
Pool			✓
Pool Equipment			✓
Pool Maint. Accessories			✓
Pool Heater			✓

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

Item	Y	N	U	Additional Information
Central A/C	✓			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: 1
Evaporative Coolers		✓		number of units: _____
Wall/Window AC Units		✓		number of units: _____
Attic Fan(s)		✓		if yes, describe: _____
Central Heat	✓			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat		✓		if yes, describe: _____
Oven	✓			number of ovens: _____ <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney		✓		<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport	✓			<input type="checkbox"/> attached <input checked="" type="checkbox"/> not attached
Garage		✓		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers		✓		number of units: _____ number of remotes: _____
Satellite Dish & Controls	✓			<input type="checkbox"/> owned <input checked="" type="checkbox"/> leased from DIRECT TV
Security System		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	✓	✓		<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: 1
Water Softener	✓	✓		<input checked="" type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler		✓		<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility	✓			if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 01-01-16

My Real Estate Expt. LLC 18810 Juncen Road Tomball, TX 77377
Lori Lemons-Campbell

Initialed by: Buyer: _____

and Seller: 480 MB

Phone: (800) 3-D-1113 Fax: (281) 357-8574
Produced with zipForm® by zipLogix 16070 Fifteen Mile Road, Fraser, Michigan 48036 www.zipLogix.com

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Unfiled

Concerning the Property at 3183 CR 676 Devine, TX 78011

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

Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

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

Roof Type: TIN Age: 2013 (2 yrs 7 mos) (approximate)

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

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

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>
Exterior Walls		<input checked="" type="checkbox"/>

Item	Y	N
Floors		<input checked="" type="checkbox"/>
Foundation / Slab(s)		<input checked="" type="checkbox"/>
Interior Walls		<input checked="" type="checkbox"/>
Lighting Fixtures		<input checked="" type="checkbox"/>
Plumbing Systems		<input checked="" type="checkbox"/>
Roof		<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks		<input checked="" type="checkbox"/>
Walls / Fences		<input checked="" type="checkbox"/>
Windows		<input checked="" type="checkbox"/>
Other Structural Components		<input checked="" type="checkbox"/>

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

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

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

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

(TAR-1406) 01-01-16

Initialed by: Buyer: _____ and Seller: SB NB

Page 2 of 5

Concerning the Property at 3183 CRUTCH DEVINE, TX 78016

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): Plumbing - Southwest Texas Water Well removed old drill string, installed new water well pump, new pressure tank, new pipe, new wire, new switch August 2015, Septic - Heiken-Hutte new lateral lines, 1500 gallon tank, 1500 gallon tank, July 2014, Cowboy Pest Control treated termites in Master Bathroom, May June 16, 2016,

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

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

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

- ☒ ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.
- ☐ ☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____ Phone: _____
Manager's name: _____
Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary
Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- ☐ ☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____
- ☐ ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.
- ☐ ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☐ ☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☐ ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- ☒ ☐ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

Concerning the Property at 3183 CR 676 Devine TX 78016

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary):

Cesar Medina Atascosa Counties (BMA) Yearly Fee \$212, 830-665-2132
irrigation that surrounds property you must purchase water to use for your
property)

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

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

Inspection Date	Type	Name of Inspector	No. of Pages

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

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

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

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

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

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

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

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

Concerning the Property at 3183 CR 6711 Devine, TX 78016

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

Signature of Seller [Signature] Date 7/5/16 Signature of Seller Stacy S. Brailas Date 7/5/16
Printed Name: NICHOLAS BRAILAS Printed Name: STACY S. BRAILAS

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:
Electric: MEDINA Electric Coop phone #: 1866-632-3532
Sewer: CONVENT ROAD phone #: _____
Water: private well phone #: _____
Cable: _____ phone #: _____
Trash: _____ phone #: _____
Natural Gas: _____ phone #: _____
Phone Company: _____ phone #: _____
Propane: _____ phone #: _____
- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice.

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