

SURVEY PLAT

SHOWING LOT NO. 12 AND THE WEST HALF OF LOT NO. 13, BLOCK NO. 1 OF CAPE ROYALE VILLAS DE MARINA SECTION III, A SUBDIVISION SITUATED IN THE DRURY MCGEE SURVEY, A-28, SAN JACINTO COUNTY, TEXAS.

* SURVEYOR'S CERTIFICATE *

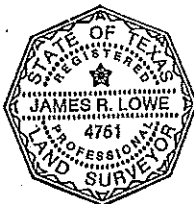
TO THE LIENHOLDERS AND/OR THE OWNER OF THE PREMISES SURVEYED AND TO THE STEWART TITLE GUARANTY COMPANY:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE THE 17TH DAY OF APRIL, 1990, ON THE GROUND OF THE PROPERTY LEGALLY SHOWN HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS OR SHORTAGES IN AREA AND BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY OVERLAPPING OF IMPROVEMENTS, OR ANY APPARENT EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN HEREON.

DATED THIS THE 18TH DAY OF APRIL, 1990.

LOWE SURVEYING & MAPPING
LIVINGSTON, TEXAS

James R. Lowe
JAMES R. LOWE
P.L.S. No. 4751, TEXAS





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
(NOTICE: For use only when SELLER occupies the property for no more than 90 days AFTER the closing)

12-04-08

SELLER'S TEMPORARY RESIDENTIAL LEASE

- 1. PARTIES: The parties to this Lease are Rey A Medina and Celeste F Medina (Landlord) and David L Bell, Carol R Bell (Tenant).
2. LEASE: Landlord leases to Tenant the Property described in the Contract between Landlord as Buyer and Tenant as Seller known as 151 Harbour Row Drive, Coldepring, TX 77331 (address).
3. TERM: The term of this Lease commences on the date the sale covered by the Contract is closed and funded and terminates December 31, 2010, unless terminated earlier by reason of other provisions.
4. RENTAL: Tenant shall pay to Landlord as rental \$ 30.00 per day (excluding the day of closing and funding) with the full amount of rental for the term of the Lease to be paid at the time of funding of the sale.
5. DEPOSIT: Tenant shall pay to Landlord at the time of funding of the sale \$ as a deposit to secure performance of this Lease by Tenant.
6. UTILITIES: Tenant shall pay all utility charges except which Landlord shall pay.
7. USE OF PROPERTY: Tenant may use the Property only for residential purposes.
8. PETS: Tenant may not keep pets on the Property except.
9. CONDITION OF PROPERTY: Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease.
10. ALTERATIONS: Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the Landlord.
11. SPECIAL PROVISIONS:
12. INSPECTIONS: Landlord may enter at reasonable times to inspect the Property.
13. LAWS: Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
14. REPAIRS AND MAINTENANCE: Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code.

Initialed for identification by Landlord and Tenant [Handwritten initials]

TREC NO. 15-4

Seller's Temporary Residential Lease

151 Harbour Row Drive
Coldspring, TX 77331
(Address of Property)

Page 2 of 2 12-04-06

- 15. **INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. **INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. **NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY SELLER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.**
- 17. **DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. **TERMINATION:** This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
- 19. **HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$ 40.00 per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. **SMOKE DETECTORS:** The Texas Property Code requires Landlord to install smoke detectors in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke detectors.
- 22. **SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. **CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. **READ IT CAREFULLY.** If you do not understand the effect of this Lease, consult your attorney **BEFORE** signing.
- 24. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord: Rey A Medina
Celeste F Medina
13823 Perthshire Road
Houston, TX 77079
 Telephone: (713) 515-1421C
 Facsimile: _____
 E-mail: _____

Landlord
 Rey A Medina

Landlord
 Celeste F Medina

To Tenant: David L Bell
Carol R Bell
151 Harbour Row Drive
Coldspring, TX 77331
 Telephone: (936) 653-3564
 Facsimile: (936) 653-3564
 E-mail: easttxdave@gmail.com

Tenant
 David L Bell
 Carol R Bell

Tenant
 Carol R Bell

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC NO. 15-4. This form replaces TREC NO. 15-3.



TEXAS ASSOCIATION OF REALTORS®
ADDENDUM REGARDING LEAD-BASED PAINT

For use in the lease of residential property built before 1978.

**ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 151 Harbour Row Drive,
Coldspring, TX, 77331**

A. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

B. DISCLOSURE:

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

(a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:

(b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

(a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here: _____

(b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. TENANT'S ACKNOWLEDGEMENT:

(1) Tenant has received copies of all information listed in Paragraph B.

(2) Tenant has received the pamphlet entitled Protect Your Family from Lead In Your Home.

D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:

(1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.

(2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

 Landlord Date
 David L. Bell

 Tenant Date
 Rey A. Medina

 Landlord Date
 Carol R. Bell

 Tenant Date
 Celeste F. Medina

 Listing Broker/Agent or Property Manager Date

 Tenant Date

 Other Broker/Agent Date

 Tenant Date



ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 151 Harbour Row Drive Coldspring
(Street Address and City)

A. 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-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

(a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____

(b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

(a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____

(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

1. Buyer has received copies of all information listed above.

2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

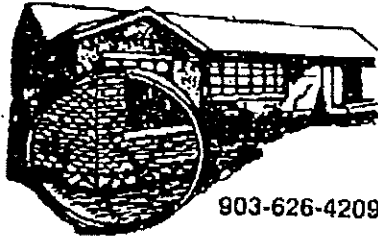
Buyer _____ Date _____ Seller David L Bell 10-18-10 Date _____

Buyer _____ Date _____ Seller Carol R Bell 10-18-10 Date _____

Other Broker _____ Date _____ Listing Broker _____ Date _____
Terry Vaughan & Associates

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>)

LICENSED * BONDED
* INSURED



903-626-4209

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FREE ESTIMATES

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936-628-3282
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- * FOUNDATION REPAIRS
- * EXTERMINATING SERVICE
License No. TPCL 125
- * DEEP BELL BOTTOM PIERS
- * FOUNDATION INSPECTION SERVICE

to Jim Simms

Date 4-2-02

Address # 47 Harbor View Cape Royal

Phone _____

Dear Sir:

Action House Leveling Company proposes to furnish all materials and perform labor necessary to complete the following:

Install (26) Twenty Six Bell Bottom Piers around outside of foundation. Piers will be a minimum of 30-inches wide at top and 36-inches below beam, drill 9-inch shaft to load bearing clay and belled at bottom. Average total depth of piers 8 to 10 feet. Use 5 sk. mix concrete, 3 pieces rebar in shaft vertically and 3 pieces rebar horizontally in top part of pier. Level house as near as possible to original level. If house is found to have old piers that are tied to old slab and have to be broken out with orch and air hammer, there will be a fee of NA per pier for breaking out.

Clean up yard when job is complete. Replant shrubs and flowers, homeowner must water shrubs and flowers while concrete is curing.

Company will not be responsible for any damages to Plumbing, Sheetrock, etc., that might occur during normal leveling operations.

Floor may show unevenness, leveling is done to windows and doors to original position. ANY FURTHER JACKING WILL BE HOMEOWNERS RESPONSIBILITY

Furnish 10 year warranty on leveling. Warranty will be void if payment is not made according to terms.

Contract includes all concrete work, Mortar brick, if needed, haul off excess dirt and pump mixture of cement and topsoil to fill void after raising.

Transfer Warranty if house is sold. Complete outside structure Repair and cut concrete Breakouts.

All of the above work to be completed in a workmanlike manner according to standard practices for the sum of, Six Thousand Five Hundred Dollars (\$ 6500⁰⁰)

Payable as follows: 1/2 when Piers or Poured Bal on Comp.

Any alteration or deviation from the above specifications involving extra cost of material or labor will be executed upon written orders of same, and will become an extra charge over the sum mentioned in this contract.

All agreements must be made in writing.

Paid in Full

5-22-02

Respectfully submitted,

ACTION HOUSE LEVELING COMPANY

By Dennis McKey

ACCEPTANCE

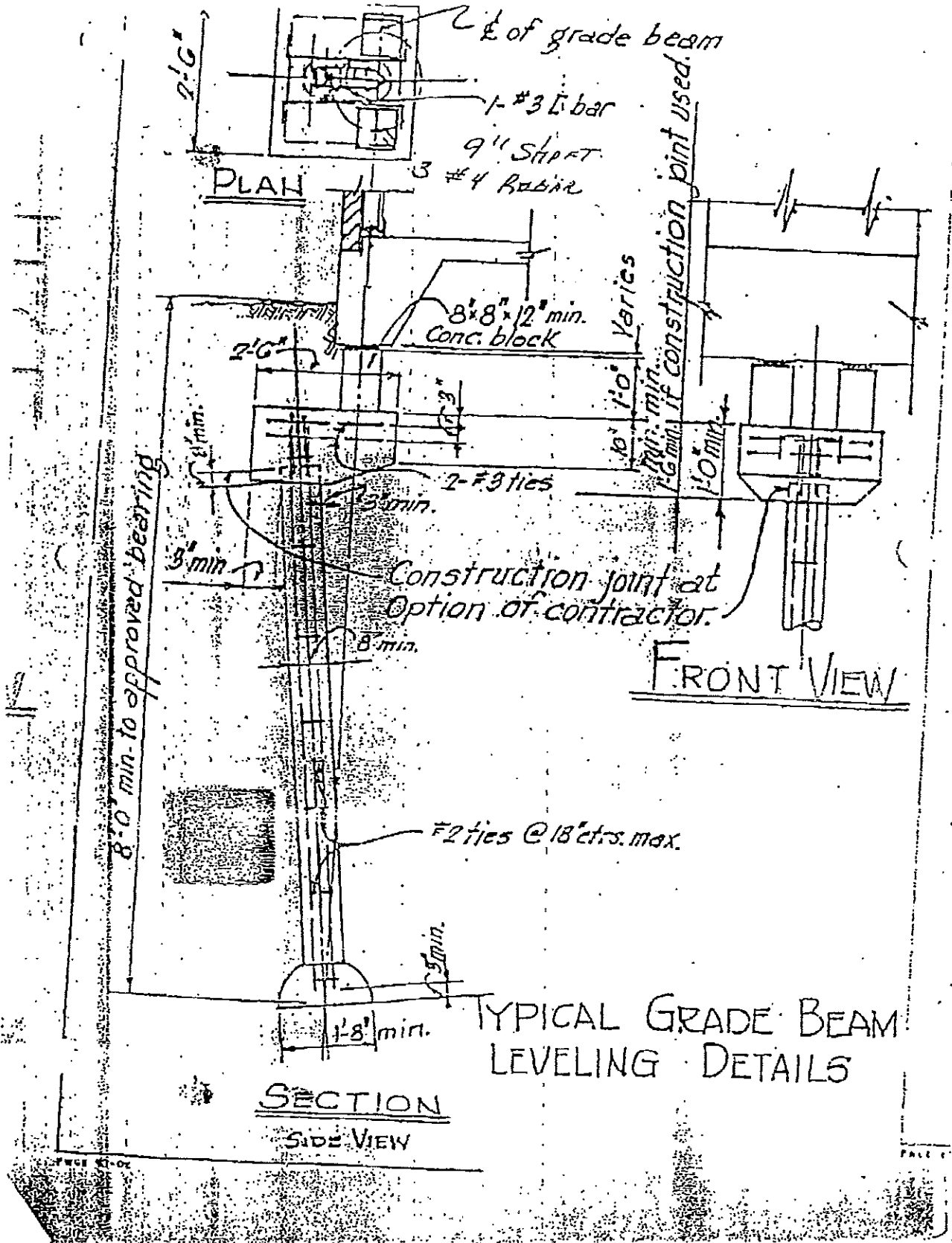
You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal, and according to the terms thereof.

Accepted

Date

NOTE: CUSTOMERS WILL BE RESPONSIBLE FOR ATTORNEY AND COURT FEES ON ALL OVERDUE ACCOUNTS.

Small printing text at bottom right.



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