



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)



## **SELLER'S DISCLOSURE NOTICE**

DNCERNING THE PROPERTY AT	155 CR 4279 (Str	reet Address and City)
LLER AND IS NOT A SUBSTITUTE ARRANTY OF ANY KIND BY SELLE	SELLER'S KNOWLEDGE OF THE COND FOR ANY INSPECTIONS OR WARRANTI R OR SELLER'S AGENTS.	DITION OF THE PROPERTY AS OF THE DATE SIGNED BY IES THE PURCHASER MAY WISH TO OBTAIN. IT IS NOT A
ller is is not occupying the Property has the items chec	he Property.  If unoccupied, how long : ked below [Write Yes (Y), No (N), or Un	since Seller has occupied the Property? Discussion (U)]:
<b>√</b> X Range	<b>y</b> X Oven	$Y$ X_Microwave
/Dishwasher	N N/A Trash Compactor	<i>N <u>N/A</u> D</i> isposal
✓ Washer/Dryer Hookups		Y X Rain Gutters
	Y X Fire Detection Equipment	t <u>N/A</u> Intercom System
	y X Smoke Detector	
	N/A Smoke Detector-Hearing	Impaired
	✓ ✓ ✓ Carbon Monoxide Alarm	
	ル <u>ルル</u> Emergency Escape Ladde	er(s)
TV Antenna	ע <u>א/א</u> Cable TV Wiring	ル// Satellite Dish
$\gamma$ Ceiling Fan(s)	N $N/A$ Attic Fan(s)	√ <u>√/</u> Exhaust Fan(s)
<u>√</u> Central A/C	$y = \chi$ Central Heating	N WAII/Window Air Conditioning
Y Plumbing System	Y X Septic System	N <u>N/A</u> Public Sewer System
<b>Y</b> Patio/Decking	N N/A Outdoor Grill	N N/A Fences
N Pool	N N/A Sauna	N NA Spa N NA Hot Tub
Pool Equipment Fireplace(s) & Chimney  (Wood burning)	N/A_Pool Heater	Automatic Lawn Sprinkler System Fireplace(s) & Chimney  (Mock)
✓ Natural Gas Lines		✓// Gas Fixtures
<del></del>	LP Community (Captive) $\cancel{X}$ LP	on Property
	Black Iron Pipe N Corrugated Stair	
Garage: N Attached	Not Attached	Carport
Garage Door Opener(s):	Electronic W Control	<del></del>
Water Heater:	Gas Y Electric	
Water Supply:	City	₩ MUD
Roof Type: Compos	ITTON	Age: Sin (So yn Rax) pprox.)
	f the above items that are not in worki	ng condition, that have known defects, or that are in (Attach additional sheets if necessary):

	Seller's Disclosure Notice Concerning the Property at 155 CR 4279	Page 4	
9.	(Street Address and City)  Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.		
	Room additions, structural modifications, or other alterations or repairs made without necessary permits compliance with building codes in effect at that time.	or not in	
	Momeowners' Association or maintenance fees or assessments.		
	Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided with others.	ded intere	est
	Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use Property.	of the	
	Any lawsuits directly or indirectly affecting the Property.		
	Any condition on the Property which materially affects the physical health or safety of an individual.		
	Any rainwater harvesting system located on the property that is larger than 500 gallons and that uses a part supply as an auxiliary water source.	oublic wa	ter
	Any portion of the property that is located in a groundwater conservation district or a subsidence distric	t.	
	If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):		
	•		
	If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 fee high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune promaybe required for repairs or improvements. Contact the local government with ordinance authority over adjacent to public beaches for more information.  This property may be located near a military installation and may be affected by high noise or air installation of the Gulf Intracoastal Waterway or within 1,000 fee high tide in the property of the Gulf Intracoastal Waterway or within 1,000 fee high tide in the property of the Gulf Intracoastal Waterway or within 1,000 fee high tide in the property of the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high tide in the Gulf Intracoastal Waterway or within 1,000 fee high t	Protection per constru	n Act ermit iction
11.	zones or other operations. Information relating to high noise and compatible use zones is available in the r Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be the Internet website of the military installation and of the county and any municipality in which the military located.	nost rece se accesso	nt Air ed on
<del></del>	Myan for of my Jinghi Vi	08/	Me
Signa	ature of Seller streggery scout williams Date 'Signature of Seller Julie blaine williams	Dat	2
The	e undersigned purchaser hereby acknowledges receipt of the foregoing notice.		
Signa	ature of Purchaser Date Signature of Purchaser	Date	<u>a</u>
			1



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code § 5.008(b) and is to be used in conjunction with a contract for the sale of real property entered into on or after September 1, 2023. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov) TREC NO. 55-0. This form replaces OP-H.

# INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT 155 CR 4279		
A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:		
(1) Type of Treatment System: X Septic Tank ☐ Aerobic Treatment	□ Unknown	
(2) Type of Distribution System: Convention	Unknown	
(3) Approximate Location of Drain Field or Distribution System: WEST SIDE OF WANGIFOUSE	□ Unknown	
(4) Installer:	🔀 Unknown	
(5) Approximate Age:	🕽 Unknown	
B. MAINTENANCE INFORMATION:		
<ul> <li>(1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? yes, name of maintenance contractor: contract expiration date: (Maintenance contracts must be in effect to operate aerobic treatment and certain site sewer facilities.)</li> <li>(2) Approximate date any tanks were last pumped? / yr / Aco</li></ul>	□ Yes ♠No If  in non-standard" on- □ Yes ♠No	
(4) Does Seller have manufacturer or warranty information available for review?	□ Yes ⁄⁄a∕ 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 ☐		
(2) "Planning materials" are the supporting materials that describe the on-site se- submitted to the permitting authority in order to obtain a permit to install the on-site		
(3) It may be necessary for a buyer to have the permit to operate an ontransferred to the buyer.  (TAR 1407) 1-7-04 Initialed for Identification by Buyer:, and Seller	site sewer facility Page 1 of 2	

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>	Usage (gal/day) without water- <u>saving devices</u>	Usage (gal/day) with water- <u>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.

0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	HZU Date	Signature of Seller JULIE ELAINE WILLIAMS	OX Date
Receipt acknowledged by: Signature of Buyer	Date	Signature of Buyer	Date



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

05-16-2023

# DISCLOSURE OF RELATIONSHIP WITH CONTRACT PROVIDER OR ADMINISTRATOR

**RESIDENTIAL SERVICE CONTRACTS.** A residential service contract is a product under which a residential service contract provider or administrator (Provider), for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Providers are licensed and regulated by the Texas Department of Licensing and Regulation. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other Providers. **YOU MAY CHOOSE ANY PROVIDER.** 

THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT IS OPTIONAL. The TREC promulgated residential contract forms contain a paragraph in which the parties may negotiate whether the seller will reimburse the buyer the cost of a residential service contract. The choice of the Provider and extent of coverage lies with the buyer. NEITHER A BROKER/SALES AGENT NOR A SELLER MAY CONDITION THE SALE OF A PROPERTY ON THE BUYER'S PURCHASE OF A RESIDENTIAL SERVICE CONTRACT.

Other Broker/Sales Agent will receive no compensation from a Provider.	☑ Listing Broker/Sales Agent will receive no compensation from a Provider.
Other Broker/Sales Agent receives compensation from the following Provider:	Listing Broker/Sales Agent receives compensation from the following Provider:
for providing the following services:	for providing the following services:
The compensation is not contingent upon a party to the from the Provider.	real estate transaction purchasing a contract or services
The compensation is the fee for the services that Listing E provides to the company. As required by the Real Estate fees paid to a settlement services provider are limited to the	Broker or Other Broker, either directly or through an agent, e Settlement Procedures Act and HUD Regulation X, any ne reasonable value of services actually rendered.
	Martindale Enterprises LLC 9006065
Other Broker's Name License No.	Listing Broker's Name License No.
Ву:	By: 08/15/2024  Jackson-Whitworth
The undersigned acknowledges receipt of this notice:	Muneufli
Buyer	Seller Gregory South Williams
Buyer	Seller JULIE ELAINE WILLIAMS
^	rate Commission (TREC) for use by license holders to disclose



This form has been approved by the Texas Real Estate Commission (TREC) for use by license holders to disclose payments received from a residential contract provider or administrator. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) RSC-4.



## INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

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## CONCERNING THE PROPERTY AT 155 CR 4279

#### A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area is designated on flood insurance rate maps with a zone beginning in a "V" or "A". Both V-Zone and A-Zone areas indicate a high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

### **B. AVAILABILITY OF FLOOD INSURANCE:**

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

#### C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
  - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
  - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
  - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

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- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
  - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters:
  - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
  - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

#### D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
  - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
  - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
  - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

#### **E. ELEVATION CERTIFICATE:**

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:

signature GREGORY SCOTT WILLIAMS

Date

Signature **JULIE ELAINE WILLIAM**S

#### APPROVED BY THE TEXAS REAL ESTATE COMMISSION



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

(Street Address and City) "Every purchaser of any interest in residential real property on which a A. LEAD WARNING STATEMENT: residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from leadbased 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 leadbased 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):  $\square$ (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

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

Property.

CONCERNING THE PROPERTY AT 155 CR 4279

☐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.

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

- 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*.

and/or lead-based paint hazards in the Property (list documents):\_

**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 the and accurate,

bobt of their fallendage, that		Munuella	08/20/24
Buyer	Date	Seller GREGORY SCOTT WILLIAMS	, Date (
•		La Clan Of	1960/30
Buyer	Date	Seller julie ela ne williams	Date
•		Authentis of State Control of the Co	08/15/2024
Other Broker	Date	Listing Broker	Date
		Ashley K Jackson-Whitworth	

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, 512-936-3000 (http://www.trec.texas.gov)

TREC NO. OP-L

10-10-11

### PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)





# ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT



155 CR 4279

(Street Address and City)

NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. Subject to Section C below, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
  - (1) Seller reserves all of the Mineral Estate owned by Seller.

    Seller reserves an undivided \_\_\_\_\_\_interest in the Mineral Estate owned by Seller. NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.
- C. Seller does does not waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the current contact information of any existing mineral lessee known to Seller.

IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate.

If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

**CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

Buyer Selver Gregory Scott Williams

Buyer Seller Julie Elaine Williams



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