Brunsting Family Living Trust

Accounting Pursuant to Texas Trust Code §113.152

Effective as of March 27, 2012.

| All trust property that has come to the trustee's knowledge or into the trustee's possession and that has not been previously listed or inventoried as property of the trust. | | | | | | | | |
|---|---|--|--|--|--|--|--|--|
| Schedule A - | Assets in the Elmer Brunsting Decedent's Trust, as of December 21, 2010* and March 2012, when Anita Brunsting assumed the role of Successor Trustee while Nelva Brunsting was still alive. | | | | | | | |
| | * The date Anita Brunsting began acting as Successor Trustee, per appointment, during the life of Nelva Brunsting | | | | | | | |
| Schedule B - | Assets in the Nelva Brunsting Survivor's Trust as of December 21, 2010 and March 2012. | | | | | | | |
| Schedule C - | Assets in Irrevocable Life Insurance Trust as of December 21, 2010 and March 2012. | | | | | | | |
| Schedule D - | Assets in the estate of Nelva Brunsting as of her date of death, as compiled by the law firm of Vacek & Freed, PLLC from information provided by co-trustees | | | | | | | |
| | trustee's possessi inventoried as pr Schedule A - Schedule B - Schedule C - | | | | | | | |

(2) Complete account of receipts, disbursements, and other transactions regarding the trust property for the period covered by the account, including their source and nature, with receipts of principal and income shown separately.

Schedule E - Deposits and payments from Bank of America account XXXX1143

[No other accounts were used for financial transactions by the co-Trustees.

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A separate account under the management and control of Nelva Brunsting and Carole Brunsting was utilized for Nelva's medical and household expenses, and transfers to Carole for this purpose are listed in this schedule, since the trustees do not have the records of this account.]

| Schedule F - | Partial gifting reconciliation from Elmer and Nelva Brunsting from 2001, as developed from the checking transactions |
|--------------|--|
| Schedule G - | Gift payments on behalf of Carl Brunsting for medical expenses |
| Schedule H - | Trustee compensation per agreement with Nelva Brunsting |

(3) All property being administered, with an adequate description of each asset.

See Schedule I.

(4) **Cash balance on hand and the name and location of the depository** where the balance is kept.

All trust expenses have been paid from Bank of America Account XXX1143, as shown in Schedule E.

Deposit account balances as of March 27, 2012 at the Town & Country branch of Bank of America:

1. Account # XXXX1143

Styled: Nelva E. Brunsting Survivors Trust Account \$1,471.75

[payment of trust expenses before and after death of Nelva Brunsting]

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2. Account # XXXX3523

Styled: Nelva E. Brunsting Survivor's Trust Account\$446,235.69[proceeds from sale of house]

3. Account # XXXX3536

Styled: Elmer H. Brunsting Decedent's Trust Account\$41,667.77[farm rentals deposited in this account]

(5) All known liabilities owed by the trust.

Liabilities are listed on Schedule J

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| VNER | ASSET CATEGORY | ļ | DEC 2 | 2010 VALUES | MARCH | 2012 VALUES | MARCH 2012 COMMENTS |
|------|--|---------|-------|--------------|-------|--------------|--|
| | REAL PROPERTY | | | | | | · · · · · · · · · · · · · · · · · · · |
| | | | | | | | |
| | 141 Acres, Iowa, Sioux County, (valued at estimated | | | | | | |
| | \$10,000/acre per Rich Rikkers) | | | 1,410,000.00 | | | appraised value as of 2/7/2012, \$15,300/acre |
| | SUBTOTAL | | \$ | 1,410,000.00 | \$ | 2,157,300.00 | |
| | INVESTMENT ACCOUNTS | | | | | | |
| | Edward Jones Acct: #653-13579; | · | \$ | 267,302.58 | \$ | 250,048.26 | as of 2/24/2012 |
| | SUBTOTAL | | \$ | 267,302.58 | \$ | 250,048.26 | |
| | DRIP ACCOUNTS | | | | | <u></u> | |
| | | | | | | | |
| | Chevron Acct# 125175509293; 595.4547 shares @ | | | | | | |
| | \$106.78/share; tranferred to Anita Brunsting Trustee, 3/. | 25/11 | \$ | 63,582.65 | | \$64,698.63 | 614.1303 Shares @ \$ 105.35/share; value as of 3/22/2012 |
| | Chevron Acct#: ELMERHBRDT0100; 612 shares @ | | | | | | |
| | 106.78/share, 3/25/11; never transferred to Anita Brunst | ting as | | | | | |
| [| Trustee, remained as Nelva Brunsting Trustee | | \$ | 65,349.36 | \$ | 64,474.20 | 612 Shares @ \$105.35/share; value as of 3/22/2012 |
| | ExxonMobil Acct#C0009467769, Shares 1908 @ \$82.73/s | share. | | | | | |
| , | value as of 3/24/11 when transferred to Anita Brunsting | | | 157,848.84 | Ś | 50.394.52 | 583 Shares @ \$86.44/share; value as of 3/16/2012 |
| | SUBTOTAL | | \$ | 286,780.85 | | \$179,567.35 | |
| | CASH ACCOUNTS | | | | | | |
| | | | | | | | Established after mother's death. Includes deposit from far |
| | | [| | | | | rent profit bonus at end of 2011 of \$13,902.51 and first half |
| | Bank of America Ckg acct#586027563536 | | \$ | - | \$ | 41,667.77 | 2012 rent of \$26,437.50 |

Schedule A

| i | \$20,000 note from Candy Curtis dated 6/15/2010 | \$ | (20,000.00) | \$ (20,000.00) | |
|---|---|----------|---------------------------------------|-------------------|---|
| | SUBTOTAL | \$ | - | \$ (20,000.00) | |
| · | MISCELLANEOUS | <u> </u> | · · · · · · · · · · · · · · · · · · · | ······ | · · · · · · · · · · · · · · · · · · · |
| | | | | | · · · · · · · · · · · · · · · · · · · |
| | Rental income from Iowa farm - mom deposited check in her | | | | Bonus from profit on 2011 crops - deposited into decedent's |
| | personal checking acct as beneficiary of decedent's trust | \$ | (15,510.00) | \$ | trust checking acct 1/11/12 |
| | | | | | First half of 2012 rent - deposited into decedent's trust |
| | | | | \$ 26,437.50 | checking acct 3/5/12 |
| | | | | | |
| | TOTAL | \$ | 1,964,083.43 | \$2,586,915.61 | |

| OWNER | ASSET CATEGORY | DEC 2010 | VALUES | MARCH | 2012 VALUES | MARCH 2012 COMMENTS |
|-------|---|----------|------------|-------|-------------|--|
| | REAL PROPERTY | | - | | | |
| | HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., | 1 | | | | |
| | Houston, Harris County, Texas (value on tax role) | \$ | 270,000.00 | \$ | | House Sold- CLOSING DATE 3/12/11 |
| | SUBTOTAL | \$ | 270,000.00 | \$ | - | |
| | INVESTMENT ACCOUNTS | | | | | |
| | Edward Jones Acct: #653-13555-1-6 | \$ | 191,205.00 | \$ | 1.05 | |
| | SUBTOTAL | \$ | 191,205.00 | \$ | 1.05 | |
| | DRIP ACCOUNTS | | <u>.</u> | | | |
| | Chevron Acct# 124921356678; 706.0888 shares @ | | | | | |
| | \$106.78/share; tranferred to Anita Brunsting Trustee, | | | | | |
| | 3/25/11 | | 75,396.16 | | \$19,012.88 | 172.4055 Shares @ \$ 110.28/share; value as of 3/16/2012 |
| | Deere & Co. Acct#806578316055 - as of 2/1/2011; 9.5807 | | | | | |
| | shares @ \$92.96/share; never transferred to my name as | | | | | |
| | trustee | \$ | 890.62 | \$ | 719.40 | 9.7125 Shares @ \$74.07/share; value as of 11/2/2011 |
| | ExxonMobil Acct#C0009467777, Shares 2101.968469 @ | | | | | |
| | \$82.73/share; value as of 3/24/11 when transferred to Anita | | | | | |
| | Brunsting Trustee. | | 173,895.85 | \$ | 72,256.12 | 835.910671 Shares @ \$86.44/share; value as of 3/16/2012 |
| | MetLife Acct#124921356678, Share 95.00 @ \$45.05/share | \$ | 4,279.75 | \$ | 3,685.05 | 95.00 Shares @ \$38.79/share, value as of 3/19/2012 |
| | SUBTOTAL | \$ | 254,462.38 | | \$95,673.45 | |
| | CASH ACCOUNTS | | | | | |
| | | | | | <u> </u> | Established after mother's death. Includes deposit from proceeds o |
| | Bank of America Ckg acct#586027563523 | \$ | - | \$ | 446,235.69 | sale of house: \$433,129.32 |
| | Bank of America Ckg acct#0085190001143 | \$ | 5,215.37 | \$ | 1,471.75 | |
| | Blue Bonnet Credit Union Sav? Acct#13332 | \$ | 10.91 | \$ | 10.91 | |
| | Bank of America Ckg acct#586021229546 (joint acct w/ | | | | | |
| | Carole set up to pay bills for and by Nelva Brunsting, value at | : | | | | |
| | start date 12/31/10 | \$ | 25.00 | \$ | - | |

| ER | ASSET CATEGORY | D | EC 2010 VALUES | MARCH 2012 VALUES | | MARCH 2012 COMMENTS |
|----|---|--------|----------------|-------------------|------------|--|
| | SUBTOTAL | \$ | 5,251.28 | \$ | 1,482.66 | |
| | NOTES RECEIVABLE | | | | | |
| | Anita Brunsting, 160 Exxon Shares already removed f | rom | | | | |
| | total shares above | \$ | - | \$ | 13,830.40 | 160 Shares @ \$86.44/share, value as of 3/16/2012 |
| | Anita Brunsting, 135 Chevron Shares already remove | d from | | | | |
| | total shares above | \$ | - | \$ | 14,887.80 | 135 Shares @ \$110.28/share, value as of 3/16/2012 |
| | SUBTOTAL | \$ | | \$ | 28,718.20 | |
| | MISCELLANEOUS | | | | | |
| | Household and Personal Goods | \$ | 5,000.00 | \$ | - | |
| | Jewelry | \$ | 853.00 | | 853.00 | |
| | Coins | \$ | 690.00 | \$ | 690.00 | |
| | 2002 Buick LeSabre, VIN# 1G4HR54K3YU229418 | \$ | 5,500.00 | \$ | 5,500.00 | title never transferred to trust |
| | SUBTOTAL | \$ | 12,043.00 | \$ | 7,043.00 | |
| | IRA/401K | | | | | · · ···· |
| | Edward Jones, Acct# 609-91956-1-9, as of 1/1/2011 | \$ | 54,367.51 | \$ | 199.20 | |
| | | | 707 320 47 | <u> </u> | 100 117 50 | |
| | TOTAL | \$ | 787,329.17 | Ş | 133,117.56 | |

| OWNER | ASSET CATEGORY | DEC 2011 VALUES | MARCH 2012 VALUES | MARCH 2012 COMMENTS |
|-------|--|-----------------|-------------------|--|
| | CASH ACCOUNTS | | | · · · · · · · · · · · · · · · · · · · |
| | Bank of America Acct#008519206643 - life | | | |
| | insurance premium drawn from this acct.; as of | | | acct closed; remaining balance of \$142.85 |
| | 12/6/2011 | | | deposited into Survivor's Trust Checking on |
| | | \$ 970.96 | \$ - | 3/8/3012 |
| | | | | -balance 1/17/12;\$250440.00 payout to each beneficiary of \$50,088; additional interest paid 1/31/12; \$154.40; - remaining balance of \$166.86 sent by check to Anita Brunsting Trustee in March 2012; deposited |
| | Lincoln Financial Group | \$ - | \$ - | into Survivor's Trust Checking on 3/13/2012 |

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| FINAL | NELVA BRUNSTING SURVIVOR'S TRUST (ST) AS | SET | LIST | 3/30/12 |
|--------------------------|--|-----|------------|--|
| OWNER on 11/11/2011 | ASSET CATEGORY | | | 11/11/11 VALUES unless indicated otherwise |
| | REAL PROPERTY | | | |
| ST (Survivor's Trust) | HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, Harris County, Texas (Value at right is what it went on the market for) Appraised value was \$410,000.00; actual sale price is fair market value; (Value net after sale: \$433,129.32) | | 1 | \$ 469,000.00 |
| | SUBTOTAL | \$ | 469,000.00 | |
| | INVESTMENT ACCOUNTS | | | |
| ST | Edward Jones Acct #653-13555-1-6 | | | \$ 1.05 |
| | SUBTOTAL | \$ | 1.05 | |
| | DRIP ACCOUNTS | | | |
| ST | Chevron Acct #124921356678 36.8438 Shares @\$107.0650/share value on date of death (basis) | | 1 | \$ 3,944.68 |
| LT (ST) | Deere & Co. Acct#806578316055 (Value at right reflects value on W's date of death) Basis: \$75.35/share with 9.7125 shares owned as of 8/1/2011 Reinvested shares | | 1 | \$ 731.84 |
| ST | ExxonMobil Acct #C0009467777; Shares 671.987460 @\$79.79/share on date of death and new basis) | 1 | 1 | \$ 53,617.88 |
| ST | MetLife Acct #124921356678 95.00 shares @33.01/share basis | | 1 | \$ 3,135.95 |

Key: H - Husband W - Wife LT - Living Trust SP - Separate Property CP - Community Property PRO - Probate JT - Joint ROS - Rights of Survivorship JTROS - Joint with Rights of Survivorship

Schedule D

| | SUBTOTAL | \$ | 61,430.35 | | |
|----------------|---|----|-----------|----|----------|
| | | | | | |
| | CASH ACCOUNTS | | | | |
| ST | Bank of America Ckg Acet #008519001143, accrued int of \$.00 | | 1 | \$ | 7,535.14 |
| W | Blue Bonnet Credit Union Sav? Acct #13332, accrued int of \$.00 (as of 2/29/12 stmt); Note: Bluebonnet Acct #5805 was a credit card acct | | 1 | \$ | 10.91 |
| W or Carol ROS | Bank of America Acct# 586021229546 (account set up to pay bills for and by W); Value at right was closing value of the account | | 1 | \$ | 1,479.67 |
| | SUBTOTAL | \$ | 9,025.72 | [| |
| | MISCELLANEOUS | + | | | |
| ST . | Household and Personal Goods | 1 | 1 | \$ | 5,000.00 |
| ST | Jewelry including Gold Watch and other Miscellaneous pieces (see attached itemized list); per Co-Tee based on similar assets | | 1 | \$ | 853.00 |
| H&WJT | 2000 Buick LeSabre, VIN #1G4HR54K3YU229418 (Value per Co- Trustee via email 11/27/2011) | | 1 | \$ | 5,500.00 |
| W (ST) | IRS - Overpayment of Taxes for Tax Year 2010 | | 1 | \$ | 6,215.87 |
| ST | Miscellaneous Coins | Τ | 1 | \$ | 690.00 |
| | SUBTOTAL | \$ | 18,258.87 | | |
| | IRA/401K | | | | |
| w | Edward Jones, Acct #609-91956-1-9, ? is bene (shows portfolio summary, value as of 12/31/2011) | | 1 | \$ | 245.52 |
| | SUBTOTAL | \$ | 245.52 | | |

Key: H - Husband W - Wife LT - Living Trust SP - Separate Property CP - Community Property PRO - Probate JT - Joint ROS - Rights of Survivorship JTROS - Joint with Rights of Survivorship

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| | <u> </u> | |
|-------------|----------|---------------|
| GRAND TOTAL | | \$ 557,961.51 |

ILIT IRREVOCABLE TRUST OWNING LIFE INSURANCE

| | LIFE INSURANCE | | |
|--------------------------|---|------------------|------------------|
| Brunsting IRREV Trust | \$250,000.00, ILIT, Policy #JP4432833, 5 kids are trust benes (claim has been made; actual payout as follows: \$250,440.00 (\$440 was death claim interest on the policy which is considered income to the trust earned after date of death) | | \$ 250,000.00 |
| | Grand TOTAL IRREV TRUST ASSETS | \$ 250,000.00 | |

| ELMER BRUNSTING DECEDENT'S TRUST (DT) ASSET LIST | | | | | |
|--|---|----|--------------|-----------------------|--|
| OWNER | ASSET CATEGORY | Τ | | 11/11/11 VALUES of | |
| | REAL PROPERTY | | | | |
| DT (Decedent's Trust) | 143+ Acres, Iowa, Sioux County, Iowa (valued at \$1,294,617.50 on H's Date of death); Value based on Appraisal at @\$15,300/acre | | 1 | \$ 2,190,000.00 | |
| | SUBTOTAL | \$ | 2,190,000.00 | | |
| | INVESTMENT ACCOUNTS | + | | <u>.</u> | |
| DT | Edward Jones Acct #653-13579 (Value as of W's DOD at right. Basis was set as of H's DOD); confirmed acct number through Doug Williams' office | | 1 | \$ 236,588.20 | |
| | SUBTOTAL | \$ | 236,588.20 | | |

Key: H - Husband W - Wife LT - Living Trust SP - Separate Property CP - Community Property PRO - Probate JT - Joint ROS - Rights of Survivorship JTROS - Joint with Rights of Survivorship

| | DRIP ACCOUNTS | 1 | | | |
|----------------|--|----|-------------|------|--------------|
| DT | Chevron Acct #125175509293 (Basis \$67.27/share was on H's Date of death); Value at right estimated as of W's Date of death 612.00 shares at \$107.0650/share. | | 1 | \$ | 65,523.78 |
| DT | Chevron Acct#125175509293 (Basis \$6727/share was on H's Date of death); Value at right estimated as of W's Date of death 604.961 shares at \$107.0650/share | | 1 | \$ | 64,770.15 |
| DT | ExxonMobil Acct #C0009467769 (basis \$67.99/share basis on H's DOD) Value at right reflects estimated value on the date of W's date of death for 583 Shares (as of June 2011 and March 2012) | | 1 | \$ | 46,517.57 |
| | SUBTOTAL | \$ | 176,811.50 | | |
| | MISCELLANEOUS | | ···· | | |
| DT | Rental income from Iowa farm -Normally rec'd payments $10/2011$ (\$15,510.00/6 = \$2,585.00/mo) and next payment due $03/2012$; Amount at right shown as liability (advance payment received but not yet earned as of date of W's passing) | | | \$ | (10,340.00) |
| | SUBTOTAL | \$ | (10,340.00) | | |
| GRAND TOTAL | DECEDENT'S TRUST ASSETS | | | \$: | 2,593,059.70 |

| ST(LT)W | TOTAL 11/11/2011 | \$557,961.51 |
|---------|--|----------------|
| DT(H) | TOTAL 11/11/2011 | \$2,593,059.70 |
| ILIT | TOTAL VALUE LIFE INSURANCE TRUST (income \$440.00) | \$250,000.00 |
| | TOTAL 11/11/2011 ASSETS | \$3,401,021.21 |
| | | |

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|------|-------------------|
| Key: | H - Husband |
| | W - Wife |
| | LT - Living Trust |

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SP - Separate Property CP - Community Property PRO - Probate JT - Joint ROS - Rights of Survivorship JTROS - Joint with Rights of Survivorship

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| ank of Ame | rica Acct ending in :1143 | | | | | + | | |
|--------------|---------------------------|----------|---------------------------------------|------|--------------------------|----------|-------|--------|
| 2/23/20101 | through 3/9/2012 | | _ | | | <u> </u> | | |
| 123,2010 | 11104BI13/3/2012 | <u> </u> | | | | | | |
| D | ate | Num | Description | Memo | Category | Tag | Clr | Amount |
| | | | | | | | | |
| BA | ALANCE 12/22/2010 | | | | | | | 8,459 |
| | 12/23/2010 | EFT | City Of Houston Bill Payment | | Utilities:Water | | c | -5: |
| | 12/23/2010 | EFT | External Transfer Fee - 3 Day - | | Bank Charge | | c | |
| | 12/24/2010 | 6848 | Randall's | | Groceries | | C | -6 |
| | 12/24/2010 | 6849 | Amy Tschirhart | xmas | Gifts Given | | с | -20 |
| | 12/27/2010 | 6845 | Silvana | | Hair | | c | -2 |
| | 12/30/2010 | 6850 | Void | | | | | |
| | 12/30/2010 | 6851 | Tino | carl | Medical:In Home | | | -1,24 |
| | 12/30/2010 | 6852 | Michael Brooks | | Medical:In Home | | c | -85 |
| | 12/30/2010 | | Check Order00099 DES:FEE ID:U016 | | Bank Charge | | c | -27 |
| | 12/31/2010 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 9: |
| | 12/31/2010 | | Deposit | | Invest Inc | | c | 70 |
| | 12/31/2010 | | Benefits DES:PENSION ID:36301198 | | income | | c | 59 |
| | 12/31/2010 | | Tx Tir Cash Withdrawal From Chk | | | | c | -2 |
| | 12/31/2010 | | Tx Tir Transfer To Chk 9546 Bank | | | | c | -2 |
| | 1/3/2011 | 6847 | Medical Aids | | Medical:Supplies | | c | -32 |
| | 1/3/2011 | | Us Treasury 310 DES:SOC Sec ID:2 | | Income | | c | 1,780 |
| | 1/3/2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -2,46 |
| | 1/4/2011 | | Robert Cantu | | Medical:In Home | | c | -73 |
| | 1/5/2011 | | Edward Jones DES: NVESTMENT ID:0 | | Invest Inc | | ic ic | 10,00 |
| | 1/5/2011 | | Edward Jones DES: INVESTMENT ID:0 | | Invest Inc | | c | 10,00 |
| | 1/5/2011 | | State Farm | PPD | | 1 | c | -29 |
| | 1/5/2011 | | Comcast | | Utilities:Cable TV | | le le | -6 |
| | 1/6/2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | | | -2,50 |
| | 1/13/2011 | | Check Order00099 DES:FEE ID:U016 | | Misc:Check Order | | | -1 |
| | 1/19/2011 | | Amy Tschirhart | | Gifts Given | | | -6,00 |
| | 1/20/2011 | | External Transfer Fee - 3 Day - | | Bank Charge | <u> </u> | | |
| | 1/20/2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | + | | -5,00 |
| | 1/20/2011 | | City Of Houston DES:WATER Bill I | | Utilities:Water | | | -8 |
| | 1/21/2011 | | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | | |
| | 1/21/2011 | 7001 | United States Treasury | | Tax:Fed | + | | -2,84 |
| | 1/25/2011 | 7001 | | | Legal Fees | | | -88 |
| | 1/25/2011 | 7005 | | · | Utilities:Gas & Electric | | | -13 |
| | 1/25/2011 | | Leo Vasquez Tax Assessor Collector | | Tax:Property | | C | -1,11 |
| | 1/26/2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | + | | -3,50 |

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Schedule E

| k of America A | cct ending in :1143 | | · · · · | | | | ļ | | |
|----------------|---------------------|-----|-----------------------------|---------------------------------------|---------------------------------------|--------------------------|-----------|----------|---------|
| | | | | | · · · · · · · · · · · · · · · · · · · | | ļ | | |
| 23/2010 throu | gh 3/9/2012 | | | | | | | | |
| Date | | Al | Desertation | ······ | | | | Clr | Amount |
| Date | | Num | Description | · · · · · · · · · · · · · · · · · · · | Memo | Category | Tag | | |
| | 1/27/2011 | | Comcast | | | Utilities:Cable TV | <u> </u> | C | -59 |
| | 1/27/2011 | | A&t Bill (SBC-AR,Ks, | | | Utilities:Telephone | | C | 68 |
| | 1/31/2011 | | Benefits DES:PENSI | | | | | C | 600 |
| | 2/1/2011 | | State Of Iowa Treas | | | Tax:State | l | c | -330 |
| | 2/1/2011 | | Minnesota Life DES: | Annuity ID:0 | | Income:Annuity | | c | 91 |
| | 2/2/2011 | EFT | State Farm | | PPD | Insurance | | C | -299 |
| | 2/7/2011 | | Online Banking Tran | sfer To Carole/mom | | Carole/mom | | с | -700 |
| | 2/8/2011 | | Edward Jones DES: | VESTMENT ID:0 | | Invest Inc | | с | 340 |
| | 2/9/2011 | DEP | Edward Jones DES: | IVESTMENT ID:0 | | Invest Inc | | c | 25,000 |
| | 2/10/2011 | EFT | Online Banking Tran | sfer To Carole/mom | | Carole/mom | | c | -10,000 |
| | 2/10/2011 | EFT | Online Banking Tran | sfer To Life Ins Acct | | Insurance:Life | | с | -7,200 |
| | 2/18/2011 | EFT | Stream Energy-tx Bi | Payment | | Utilities:Gas & Electric | | c | -106 |
| | 2/25/2011 | EFT | Comcast | · · · · · · · · · · · · · · · · · · · | | Utilities:Cable TV | | c | -67 |
| | 2/28/2011 | DEP | Benefits DES:PENSIC | N ID:05500518 | | Income | | c | 60 |
| | 2/28/2011 | EFT | A&t Bill (SBC-AR,Ks, | | | Utilities:Telephone | | c | -70 |
| | 3/1/2011 | | Minnesota Life DES: | | | Income:Annuity | | c | 9: |
| | 3/1/2011 | | Bank Of America Cre | | | Household | | c | -282 |
| | 3/1/2011 | | City Of Houston DES | | | Utilities:Water | | c | -5 |
| | 3/2/2011 | | State Farm | | PPD | Insurance | + | c | -29 |
| | 3/7/2011 | | Edward Jones DES: | VESTMENT ID:0 | | | | | 219 |
| | 3/15/2011 | | Stream Energy-tx Bil | | | Utilities:Gas & Electric | | c | -10 |
| | 3/15/2011 | | A&t Bill (SBC-AR,Ks,I | | | Utilities:Telephone | | c | -70 |
| | 3/17/2011 | | Vacek | | | Legal Fees | | C | -34 |
| | 3/20/2011 | | Amy Brunsting | | | Reimbursement | | C | |
| | 3/23/2011 | | Comcast | | | | | C | |
| | 3/31/2011 | · | | 110 0000000 | ····· | Utilities:Cable TV | <u> </u> | <u>[</u> | -6 |
| • <u> </u> | 4/1/2011 | | Benefits DES:PENSIO | | | Income | l | c | 600 |
| | | | Minnesota Life DES: | | | Income:Annuity | ·} | c | 9: |
| | 4/1/2011 [| | Edward Jones DES:IN | | | Invest Inc | <u> _</u> | c | 78 |
| | 4/1/2011 | | Bank Of America Cre | | | Household | | C | -3 |
| | 4/4/2011 | | City Of Houston DES | WATER Bill I | | Utilities:Water | | c | -9 |
| | 4/4/2011 | | State Farm | | PPD | Insurance | | с | -30 |
| | 4/7/2011 8 | | Candy Curtis | | | Gifts Given | | c | -3,00 |
| | 4/8/2011 E | | County Treasurer DE | | farm | Tax:Property | <u> </u> | c | -1,38 |
| | 4/11/2011 E | | Online Banking Trans | | | Carole/mom | | с | -3,00 |
| | 4/11/2011 | | Online Banking Trans | | | Carole/mom | | с | -3,000 |
| | 4/12/2011 [| DEP | Edward Jones DES:IN | VESTMENT ID:0 | | Invest Inc | | c | 5,343 |

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| 2/23/201 | 0 through 3/9/2012 | | | | | | | | |
|----------|--------------------|------|-----------------------|---------------------|----------------------------------|--------------------------|----------|-----|--------|
| | Date | Num | Description | ····· | Memo | Category | Tag | Clr | Amount |
| | 4/15/2011 | 7008 | Void | | | | | | C |
| | 4/15/2011 | 7009 | Void | | | | | | |
| | 4/15/2011 | 7010 | United States Treas | | Decedents trust 2010 tax | Tax:Fed | | с | -7,099 |
| | 4/15/2011 | 7011 | United States Treas | ury | Decedents trust 2011 tax gtr est | Tax:Fed | | c | -1,78 |
| | 4/15/2011 | 7012 | United States Treas | ury | Surv Trust 2011 tax gtr est | Tax:Fed | | c | -3,09 |
| | 4/15/2011 | 7013 | United States Treas | ury | Surv Trust 2010 tax | Tax:Fed | | c | -3,62 |
| | 4/15/2011 | DEP | Edward Jones DES: | NVESTMENT ID:0 | | Invest Inc | | c | 13,79 |
| | 4/18/2011 | | Stream Energy-tx Bi | | | Utilities:Gas & Electric | | c | |
| | 4/20/2011 | | Edward Jones DES: | | _ | Invest Inc | 1 | c | 1,25 |
| | 4/21/2011 | | Edward Jones DES: | | | Invest Inc | <u> </u> | c | 15,20 |
| | 4/25/2011 | | | Isfer To Carole/mom | | Carole/mom | 1 | | -7,50 |
| | 4/26/2011 | | Edward Jones DES: | | | Invest Inc | | c | 3,53 |
| | 4/26/2011 | | A&t Bill (SBC-AR,Ks, | | | Utilities:Telephone | | c | -17 |
| | 4/26/2011 | | Comcast | | | Utilities:Cable TV | | | -6 |
| | 4/28/2011 | | Comcast | | | Utilities:Cable TV | f | c | |
| | 4/29/2011 | | Benefits DES:PENSIC | N ID:11700518 | | Income | | ic | 60 |
| | 4/29/2011 | | Minnesota Life DES: | | | Income:Annuity | 1 | c | 9 |
| | 5/2/2011 | | Edward Jones DES:I | | | Invest Inc | | c | 28 |
| | 5/2/2011 | | Bank Of America Cre | | | Credit Card | | c | -2,96 |
| | 5/3/2011 | | State Farm | | | Insurance | <u> </u> | c | -30 |
| [| 5/9/2011 | | A&t DES:PAYMENT | D:787780565AUS | | Utilities:Telephone | 1 | c | -17 |
| | 5/10/2011 | | TDECU | | Luke Truck | Gifts Given | | c | -5,44 |
| | 5/11/2011 | | City Of Houston DES | WATER BILL | | Utilities:Water | | | 2- |
| | 5/16/2011 | | Online Banking Tran | | | Carole/mom | | c | -4,00 |
| | 5/19/2011 | | Stream Energy-tx Bil | | | Utilities:Gas & Electric | | | -17 |
| | 5/24/2011 | | Online Banking Tran | | | Carole/mom | | c | -2,00 |
| | 5/24/2011 | | Online Banking Tran | | | Carole/mom | | | -5,00 |
| | 5/24/2011 | | Edward Jones DES:IN | | | | <u> </u> | c | 54,00 |
| | 5/26/2011 | | Comcast | | | Utilities:Cable TV | | c | -1 |
| | 5/27/2011 | | The Victoria Col DES | TNET Ash Cl | | Education | | | -46 |
| | 5/27/2011 | | A&t Bill (SBC-AR,Ks,N | | Luke college | Utilities:Telephone | + | C | |
| + | 5/27/2011 | | Bluebonnet Credit U | | w/ medical | Household | | | -1,86 |
| | 5/31/2011 | | Edward Jones DES: | | | Invest Inc | | C | -1,80 |
| | 5/31/2011 | | Benefits DES:PENSIO | | | Income | | c | |
| | 5/31/2011 | | Comcast | | | Utilities:Cable TV | | c | |
| | 6/1/2011 | | Minnesota Life DES: | | | Income:Annuity | ····· | | 9 |

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| ink of America Acct ending i | | | | | | | | |
|------------------------------|--------|------|---------------------------------------|--|--------------------------|-----|-----|--------|
| /23/2010 through 3/9/2012 | 2 | | | ······································ | | | | |
| Date | | Num | Description | | Category | Tag | Clr | Amount |
| 6/2 | 2/2011 | 7015 | Vacek | | Legal Fees | | c | -579 |
| | 2/2011 | | Bank Of America Credit Card Bill | | Credit Card | 1 | c | -6,359 |
| 6/2 | 2/2011 | EFT | lowa 529 Ach DES:CONTRIB ID:0000 | kt college | Gifts Given | | c | -50 |
| 6/2 | 2/2011 | EFT | State Farm | PPD | Insurance | | с | -30 |
| 6/2 | 2/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -8,50 |
| 6/3 | 3/2011 | EFT | Am-honda DES:PMT ID:000001032223 | for katie | Gifts Given | | c | -5,75 |
| | 5/2011 | | Chase DES:EPAY ID:1125968648 Ind | | Credit Card | | c | -2,35 |
| 6/8 | 3/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -2,00 |
| | 3/2011 | | Candy Curtis | | Gifts Given | | С | -2,00 |
| 6/9 | /2011 | 7017 | Kroese & Kroese | mom | Tax Preparation | | c | -50 |
| 6/9 | /2011 | 7018 | Kroese & Kroese | decedents trust | Tax Preparation | 1 | с | -1,12 |
| 6/9 | /2011 | 7019 | Wilchester West Fund | | Tax:Other | | с | -3 |
| 6/9 | /2011 | 7020 | United States Treasury | Surv Trust 2010 tax gtrly | Tax:Fed | | с | -3,6 |
| 6/9 | /2011 | 7021 | Treasurer State Of Iowa | | Tax:State | | c | |
| 6/9 | /2011 | 7022 | United States Treasury | Dec Trust 2010 tax qtrly | Tax:Fed | | с | -1,7 |
| 6/9 | /2011 | DEP | Deposit | | Invest Inc | | c | |
| 6/9 | /2011 | EFT | A&t DES:PAYMENT ID:787780565AUS | | Utilities:Telephone | | c | 1 |
| 6/9 | /2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | с | -1 |
| | /2011 | | Exxon | | Invest Inc | | с | 8 |
| 6/13, | /2011 | DEP | Edward Jones DES: INVESTMENT ID:0 | | Invest Inc | | с | 51,0 |
| 6/13 | /2011 | TXFR | Amy Tschirhart | supplies to fix house | Reimbursement | | С | -1 |
| 6/14 | /2011 | EFT | External Transfer Fee - 3 Day - | | Bank Charge | | с | |
| 6/17, | /2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | с | -2 |
| | /2011 | | Electchk 7710 Bcf - 14411 We 06/ | | Utilities:Water | | С | -3 |
| 6/27, | /2011 | EFT | Bank Of America Credit Card Bill | | Credit Card | | с | -2,3 |
| 6/28/ | /2011 | EFT | A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B | | Utilities:Telephone | | с | |
| 6/28/ | /2011 | EFT | Comcast | | Utilities:Cable TV | | С | - |
| | /2011 | | Benefits DES:PENSION ID:17900218 | | Income | | с | 6 |
| 7/1/ | /2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | с | |
| | /2011 | | Edward Jones DES: NVESTMENT ID:0 | | Invest Inc | | с | 7 |
| | /2011 | | State Farm | PPD | Insurance | | c | -3 |
| | 2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | | C | -10,0 |
| | /2011 | | Medical Chest Associates | | Medical:Doctor | | с | |
| | 2011 | | Chase DES:EPAY ID:1142870017 Ind | | Credit Card | | c | -2,9 |
| | 2011 | | Duke Medical Equipment | | Medical:Supplies | | с | |
| 7/11/ | 2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -2 |

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| of America Acct | ending in :1143 | | | | | | | | |
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| 3/2010 through 3 | /9/2012 | | | | | | ļ | | |
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| Date | | Num | Description | | Memo | Category | Tag | Clr | Amount |
| | 7/11/2011 | | A&t DES:PAYMEN | T ID:787780565AUS | | Utilities:Telephone | | c | -224.4 |
| | 7/15/2011 | | Bank Of America | Credit Card Bill | | Credit Card | | C | -7,242.8 |
| | 7/18/2011 | | Bluebonnet Credi | Union | w medical | Household | | c | -175. |
| | 7/18/2011 | EFT | Stream Energy-tx | Bill Payment | | Utilities:Gas & Electric | | c | -166. |
| | 7/18/2011 | | Chase DES:EPAY II | 0:1154305808 Ind | | Credit Card | | с | -1,998. |
| | 7/20/2011 | EFT | Safebox Fee | | | Bank Charge | | с | -8. |
| | 7/26/2011 | | Amy Tschirhart | | supplies to fix house | Reimbursement | | с | -100. |
| | 7/27/2011 | EFT | A&t Bill (SBC-AR, K | s,Mo,Ok,TX) B | | Utilities:Telephone | | с | -82. |
| | 7/27/2011 | EFT | External Transfer | Fee - 3 Day - | | Bank Charge | | с | -3. |
| | 7/28/2011 | eft | Comcast | | | Utilities:Cable TV | | с | -63. |
| | 7/29/2011 | | Benefits DES:PENS | ION ID:20800528 | | Income | | с | 600. |
| | 8/1/2011 | DEP | Minnesota Life DE | S: Annuity ID:0 | | Income:Annuity | | с | 91. |
| | 8/1/2011 | DEP | Edward Jones DES | INVESTMENT ID:0 | | Invest Inc | | с | 253. |
| | 8/1/2011 | | Online Banking Tra | ansfer To Carole/mom | | Carole/mom | | с | -10,000 |
| | 8/2/2011 | EFT | State Farm | | | Insurance | | с | -300. |
| | 8/5/2011 | 7 | 025 Vacek | | retainer | Legal Fees | | с | -1,000. |
| | 8/8/2011 | EFT | City Of Houston D | ES:WATER Bill I | | Utilities:Water | | c | -277. |
| | 8/10/2011 | EFT | A&t DES:PAYMEN | ID:787780565AUS | | Utilities:Telephone | | c | 170. |
| | 8/16/2011 | | Bluebonnet Credit | Union | with medical | Household | | с | -1,172 |
| | 8/17/2011 | | Stream Energy-tx | Bill Payment | | Utilities:Gas & Electric | | с | -308 |
| | 8/24/2011 | TXFR | Candy Curtis | | | Gifts Given | | | -2,000 |
| | 8/26/2011 | | Utsa Admissions | | Luke college | Education | | с | -575 |
| | 8/26/2011 | | AT&T | | PAYMENT | Utilities:Telephone | | с | -84 |
| | 8/29/2011 | eft | Comcast | | | Utilities:Cable TV | | C | -63 |
| | 8/29/2011 | EFT | Online Banking Tra | nsfer To Carole/mom | | Carole/mom | | c | -10,000. |
| | 8/31/2011 | DEP | Edward Jones DES | INVESTMENT ID:0 | | Invest Inc | | c | 199 |
| | 8/31/2011 | DEP | Benefits DES:PENS | ON 1D:23900168 | | Income | | с | 600 |
| | 9/1/2011 | DEP | Minnesota Life DE | : Annuity ID:0 | | Income:Annuity | | c | 91 |
| | 9/1/2011 | EFT | Bank Of America C | redit Card Bill | | Credit Card | | c | -3,256 |
| | 9/2/2011 | EFT | State Farm | | PPD | Insurance | | c | -290 |
| | 9/5/2011 | 70 | 26 Treasurer State Of | lowa | mom | Tax:State | | c | -230 |
| | 9/5/2011 | | 27 United States Trea | | Sept mom's trust pmt | Tax:Fed | | c | -2,100 |
| | 9/5/2011 | 70 | 28 United States Trea | sury | Sept dad's trust pmt | Tax:Fed | | C | -1,780 |
| | 9/5/2011 | 70 | 29 Kroese & Kroese | | farm lease | Tax Preparation | 1 | c | -203 |
| | 9/6/2011 | FT | Chase DES:EPAY ID | 1172082054 Ind | | Credit Card | | c | -999. |
| | 9/8/2011 E | FT | City Of Houston DE | S:WATER Bill 1 | | Utilities:Water | | c | -265. |

| Bank of Ar | merica Acct ending in :1143 | | | | | · · · · · · · · · · · · · · · · · · · | | | 1 | | |
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| 12/23/201 | 0 through 3/9/2012 | 1 | | | | | · · · · · · · · · · · · · · · · · · · | | | | |
| <u> </u> | T | 1 | | | <u>_</u> | | · · · · · · · · · · · · · · · · · · · | | | | |
| | Date | Num | Desc | cription | | | Memo | Category | Tag | Cir | Amount |
| | 9/9/2011 | DEP | Exxo | on | | | | Invest Inc | | c | 274.03 |
| | 9/12/2011 | EFT | A&t | DES:PAYMENT | ID:787780565AUS | | | Utilities:Telephone | | с | -168.71 |
| | 9/16/2011 | EFT | Strea | am Energy-tx Bi | ill Payment | | · · · · · | Utilities:Gas & Electric | | с | -344.55 |
| | 9/19/2011 | EFT | Blue | bonnet Credit l | Union | | w/ medical | Household | | с | -790.04 |
| | 9/23/2011 | DEP | Edwa | ard Jones DES: | NVESTMENT ID:0 | | | Invest Inc | | с | 10,000.00 |
| | 9/23/2011 | EFT | Bank | k Of America Cr | edit Card Bill | | | Credit Card | | с | -4,767.30 |
| | 9/26/2011 | EFT | A&t | Bill (SBC-AR,Ks, | Mo,Ok,TX) B | | | Utilities:Telephone | | с | -84.4 |
| | 9/26/2011 | | Onlir | ne Banking Tran | sfer To Carole/mom | | | Carole/mom | | с | -5,000.00 |
| | 9/28/2011 | EFT | Com | | | | | Utilities:Cable TV | | c | -63.72 |
| | 9/29/2011 | DEP | Edwa | ard Jones DES: | NVESTMENT ID:0 | | | Invest Inc | | c | 721.0 |
| | 9/30/2011 | DEP | Minr | nesota Life DES | : Annuity ID:0 | | | Income:Annuity | 1 | c | 91.7 |
| | 9/30/2011 | DEP | Bene | fits DES:PENSI | ON ID:27022468 | | | Income | | c | 600.7 |
| | 10/4/2011 | EFT | Cour | nty Treasurer D | ES:TAX ID: 119 | | farm | Tax:Property | | c | -1,598.4 |
| | 10/4/2011 | EFT | State | e Farm | | | PPD | Insurance | | c | -290.0 |
| | 10/4/2011 | EFT | Chas | e DES:EPAY ID: | 1193123150 Ind | | | Credit Card | 1 | c | -2,390.3 |
| | 10/11/2011 | EFT | A&t | DES:PAYMENT | ID:787780565AUS | | · · · · · · · · · · · · · · · · · · · | Utilities:Telephone | | с | -184.3 |
| | 10/12/2011 | | 7030 DeKo | oster & DeKoste | er | | farm contract | Legal Fees | | c | -100.0 |
| | 10/12/2011 | EFT | City (| Of Houston DE | S:WATER Bill I | | | Utilities:Water | | c | -227.0 |
| | 10/14/2011 | DEP | Edwa | ard Jones DES: | NVESTMENT ID:0 | | · · · · · · · · · · · · · · · · · · · | Invest Inc | | с | 15,000.0 |
| | 10/17/2011 | EFT | Strea | am Energy-tx Bi | ll Payment | | | Utilities:Gas & Electric | | c | -217.4 |
| | 10/18/2011 | EFT | Blue | bonnet Credit U | Jnion | | w/ medical | Household | | c | -687.8 |
| | 10/19/2011 | EFT | Chase | e DES:EPAY ID: | 1205559052 Ind | | | Credit Card | | c | -2,033.3 |
| | 10/20/2011 | | 7031 Kroes | se & Kroese | | | · ··· ·· ·· | Tax Preparation | | с | -700.0 |
| | 10/21/2011 | | 7032 Vehs | Band Boosters | | | Kt band | Gifts Given | | c | -280.0 |
| | 10/26/2011 | EFT | Cand | ly Curtis | | | · · · · · · · · · · · · · · · · · · · | Gifts Given | | c | -2,000.0 |
| | 10/27/2011 | DEP | Edwa | ard Jones DES:If | NVESTMENT ID:0 | | | Invest Inc | | c | 30,000.0 |
| | 10/28/2011 | EFT | Como | cast | | | | Utilities:Cable TV | 1 | c | -63.7 |
| | 10/31/2011 | DEP | Edwa | ard Jones DES: | NVESTMENT ID:0 | | ······································ | Invest Inc | | c | 231.0 |
| | 10/31/2011 | DEP | Bene | fits DES:PENSIC | ON ID:29923478 | | | Income | | с | 600.7 |
| | 11/1/2011 | DEP | Minn | esota Life DES: | Annuity ID:0 | | | Income:Annuity | | c | 91.7 |
| | 11/1/2011 | | Luke | | | | | Education | | c | -2,000.0 |
| | 11/2/2011 | EFT | State | | | | PPD | Insurance | | с | -290.0 |
| | 11/3/2011 | | Bank | Of America Cre | edit Card Bill | | | Credit Card | | c | -102.5 |
| | | | | | ······ | | | | redeposited into new | | |
| | 11/7/2011 | EFT | Wire | TYPE:WIRE Out | t DATE:111107 T | | to anita for future trust exp | Legal Fees | Surv Trust acct | lc | -10,000.0 |

| ank of Am | erica Acct ending in :114 | 3 | | | | | | | |
|-----------|---------------------------|----------|--------------------------|--|------------------------------|--------------------------|---------------------------------------|-----|-----------|
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| | Date | Num | Description | | Memo | Cotogany | Tag | Clr | Amount |
| | | NUM | Description | | | Category | redeposited into new | | |
| | 11/7/2011 | EFT | Wire TYPE:WIRE O | ut DATE-111107 T | to amy for future trust exp | Legal Fees | Surv Trust acct | | -10,000.0 |
| | 11/7/2011 | | Amy Tschirhart | | for supplies to fix house | Reimbursement | | с | -1,000.0 |
| | 11/7/2011 | | Bank Of America C | redit Card Bill | | Credit Card | | c | -323.8 |
| | 11/7/2011 | | Wire Transfer Fee | | | Bank Charge | | c | -25.0 |
| | 11/7/2011 | | Wire Transfer Fee | | | Bank Charge | | c | -25.0 |
| | 11/8/2011 | EFT | A&t Bill (SBC-AR,Ks | Mo,Ok,TX) B | | Utilities:Telephone | · · · · · · · · · · · · · · · · · · · | c | -84.4 |
| | 11/8/2011 | EFT | External Transfer F | ee - 3 Day - | | Bank Charge | | c | -3.0 |
| | 11/8/2011 | EFT | Chase DES:EPAY ID | :1218615408 Ind | | Credit Card | | c | -3,274.5 |
| | 11/9/2011 | DEP | Deposit | · · · · · · · · · · · · · · · · · · · | | Invest Inc | | c | 30.4 |
| | 11/9/2011 | DEP | Safe Deposit Box R | ent Refund Fde | | Bank Charge | 1 | c | 82.0 |
| | 11/9/2011 | | Tx Tlr Payment To | | | Bank Charge | | c | -25.0 |
| | 11/10/2011 | EFT | Candy Curtis | | | Gifts Given | | с | -2,000.0 |
| - | 11/10/2011 | EFT | City Of Houston DE | S:WATER Bill I | | Utilities:Water | | c | -201. |
| | 11/10/2011 | EFT | A&t DES:PAYMENT | ID:787780565AUS | | Utilities:Telephone | | с | -168.2 |
| | 11/10/2011 | EFT | Online Banking Tra | nsfer To Carole/mom | | Carole/mom | | с | -5,000.0 |
| | 11/12/2011 | | 7033 Memorial Oaks | | | Funeral | | c | -1,595.0 |
| | 11/12/2011 | | 7034 Void | | | | | | 0.0 |
| | 11/14/2011 | | 7035 Memorial Oaks | | | Funeral | | С | -1,511.2 |
| | 11/14/2011 | EFT | Safebox Fee | | | Bank Charge | | с | -135.0 |
| | 11/15/2011 | | 7036 Memorial Oaks | | organist | Funeral | | c | -150.0 |
| | 11/15/2011 | | 7037 Bob Johnson | | pastor | Funeral | | с | -300.0 |
| | 11/15/2011 | EFT | Stream Energy-tx B | ill Payment | | Utilities:Gas & Electric | | С | -160.0 |
| | 11/21/2011 | DEP | Wire TYPE:WIRE In | DATE: 111121 T | | invest Inc | | c | 25,112. |
| - | 11/21/2011 | eft | Wire Transfer Fee | ······································ | | Bank Charge | | с | -12. |
| | 11/22/2011 | | 7040 Nelva E Brunsting S | urvivors Trust | to open new trust acct | Cash | | с | -500.0 |
| | 11/23/2011 | EFT | Entex | | PPD | Utilities:Gas & Electric | | c | -65. |
| | 11/23/2011 | EFT | Spring Brnch Isd DE | S:CHECKPAYMT | | Tax:Other | | С | -227. |
| | 11/25/2011 | EFT | Online Banking Tra | nsfer To Nelva E Brunsting Surv Trust | to start fund new trust acct | Cash | | С | -25,000.0 |
| | 11/29/2011 | ÉFT | Comcast | | | Utilities:Cable TV | | С | -63. |
| | 11/29/2011 | | Bluebonnet Credit (| Jnion | includes medical | Household | | с | -1,165.2 |
| | 11/30/2011 | DEP | Benefits DES:PENSI | DN ID:32923368 | | Income | | С | 600. |
| | 12/2/2011 | EFT | State Farm | | PPD | Insurance | | с | -290.0 |
| | 12/5/2011 | DEP | Edward Jones DES: | NVESTMENT ID:0 | | Invest Inc | | с | 179.0 |
| | | | | | | | reimbursed to Surv trust | | |
| | 12/6/2011 | 7 | 041 Justin Alexander | | for kt - reimburse | Medical | acct Mar 2012 | c | -40.0 |

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| Bank of An | nerica Acct ending in :1143 | | | ļ | | ļ | <u></u> | L | | | |
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| 2/23/201 | 0 through 3/9/2012 | | | | · · · · | | | | | | |
| | | | | | | | | | | | |
| | | | Description | | | Memo | | Category | Tag | Cir | Amount |
| | 12/9/2011 | EFT | Exxon | | | | | Div Income | | с | 274.0 |
| | 12/9/2011 | EFT . | City Of Houston D | ES:WATER Bill I | | | | Utilities:Water | | с | -252.4 |
| | 1/5/2012 | EFT | State Farm | | | PPD | | Insurance | | c | -290.0 |
| | 1/9/2012 | EFT | City Of Houston D | ES:WATER BIII I | | | | Utilities:Water | | c | -115.4 |
| | 2/2/2012 | EFT | State Farm | | | PPD | | Insurance | | C | -290.0 |
| | 2/13/2012 | EFT | City Of Houston D | ES:WATER Bill I | | | | Utilities:Water | | С | -47.3 |
| | 3/2/2012 | EFT | State Farm | | | | | Insurance | | c | -292.7 |
| | 3/7/2012 | DEP | AT&T | | | closed acct | | Reimbursement | | c | 20.4 |
| | 3/9/2012 | DEP | Exxon | | | | | Div Income | | с | 274.0 |
| | 12/23/2010 - 3/9/2012 | | | | | | | | | | 1,471.7 |
| | | | | | | | | | | | |
| | TOTAL INFLOWS | 293,516.61 | | | 293,516.61 | | 293,516.61 | 293,516.61 | 293,516.61 | 293,516.61 | 293,516. |
| | TOTAL OUTFLOWS | -292,044.86 | | | -292,044.86 | | -292,044.86 | -292,044.86 | -292,044.86 | -292,044.86 | -292,044.8 |

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| 7/14/2009 | \$ | 1,000.00 Amy Brunsting | college fund |
|--|-----|--------------------------|---|
| 11/14/2007 chk# 5715 | \$ | 5,000.00 Amy Brunsting | · · · · · · · · · · · · · · · · · · · |
| 1/20/2006 chk# 5143 | \$ | 200.00 Amy Brunsting | |
| 2/11/2002 chk# 3526 | \$ | 200.00 Amy Brunsting | college fund |
| 12/31/2002 chk# 3911 | \$ | 200.00 Amy Brunsting | college fund |
| | | | |
| | | | |
| 10/2/2009 10 10 10 10 10 10 10 10 10 10 10 10 10 | | and an Andrew Keine | 2012年間にあるとは、1917年にあります。 |
| | | | |
| | · | | |
| 2/8/2010 chk# 6518 | \$ | 5,000.00 Anita Brunsting | |
| 6/24/2009 chk# 6278 | \$ | 1,000.00 Anita Brunsting | graduation gift to me for finishing my doctorate |
| 7/14/2009 chk# 6294 | \$ | 1,000.00 Anita Brunsting | college fund |
| 9/8/2009 chk# 6338 | \$ | 1,000.00 Anita Brunsting | college fund |
| 10/19/2009 chk# 6403 | \$ | 1,250.00 Anita Brunsting | |
| 1/20/2006 chk# 5142 | \$ | 200.00 Anita Brunsting | college fund |
| 1/31/2006 chk# 5155 | :\$ | 150.00 Anita Brunsting | mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one |

amount

\$

Person

7,000.00 Amy Brunsting

150.00 Anita Brunsting

150.00 Anita Brunsting

200.00 Anita Brunsting

200.00 Anita Brunsting

750.00 Candy Curtis

2,000.00 Candy Curtis

4,000.00 Candy Curtis

2,000.00 Candy Curtis

1,500.00 Candy Curtis

20,000.00 Candy Curtis

5,000.00 Candy Curtis

0,000,00

10/2/

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\$ \$

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\$

| 1/4/201: | 1 trxfr | \$ 6,000.00 | Amy Brunsting | |
|------------|-------------|----------------|---------------|--|
| 6/22/2009 | 9 | \$ 1,000.00 | Amy Brunsting | |
| 7/14/200 | 9 | \$ 1,000.00 | Amy Brunsting | |
| 11/14/200 | 7 chk# 5715 | \$ 5,000.00 | Amy Brunsting | |
| 1/20/2000 | 6 chk# 5143 | \$ 200.00 | Amy Brunsting | |
| 2/11/2002 | 2 chk# 3526 | \$ 200.00 | Amy Brunsting | |
| 12/31/2002 | 2 chk# 3911 | \$ | Amy Brunsting | |
| | | THE DECOMPOSE | | |
| | | | | |

Stock price

purpose

mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights college fund

mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one

morn wanted to pay for housekeeper - I didn't have a housekeeper, morn wanted me to get one

Taken against inheritance (documentation on file w/ Vacek & Freed) expenses, divorce

college fund

college fund

AABrunsting.Financials002341

Schedule F

9,000.00 Carl Brunsting Ś 11,000.00 Carl Brunsting

3/29/2010 6/22/2010 品油

2/21/2006 chk# 5172

4/1/2006 chk# 5233

1/10/2003 chk# 3920

2/11/2002 chk# 3527

3/17/2010 chk # 6386

1/27/2009 chk # 6124

7/29/2009 chk# 6309

7/8/2008 chk # 5917

8/3/2009 chk# 5944

7/6/2001 toxfr

1/19/2010

动动动动动动

Gift

Mom/Dad were trustees 12/21/2010 trxfr

Date

> 7,000.00 Candy Curtis :\$ 20,000.00 Candy Curtis \$ 62 250.00 \$ 10,000.00 Carl Brunsting

11/10/2005 chk# 5070 \$

3/12/2003 chk# 3986 4/9/2003 chk# 4017

| Date | Gift | Stock price | amo ¢ | | Person Carl Brunsting |
|------------------------|-------------|------------------------------|-------------------|--------------------------------------|--|
| 9/17/2001 10/6/2010 | CIIK# 3347 | | \$ \$ | | Carl Brunsting |
| | | | , | | |
| 2010-2011 | | | \$ 1998 | | Carl Brunsting |
| 6/27/2009 | chl/# 6285 | | \$ | 2 000 00 | Carole Brunsting |
| 2/12/2009 | | | ş | • | Carole Brunsting |
| 3/18/2009 | | | | | Carole Brunsting |
| 11/13/2008 | | | \$-\$-\$-\$-\$-\$ | | Carole Brunsting |
| • • | | | - č | | Carole Brunsting |
| | chk# 5129 | | - 2 | • | Carole Brunsting |
| | chk# 5287 | | 7 | • | - |
| 3/23/2005 | | | 2 | | Carole Brunsting |
| 12/8/2005 | | | Ş | • | Carole Brunsting |
| | chk# 4901 | | Ş | | Carole Brunsting |
| 10/2/2005 | chk# 5016 | | | | Carole Brunsting |
| 10/21/2003 | chk# 4232 | | \$ | • | Carole Brunsting |
| 12/12/2002 | chk# 9878 ? | | \$ | 1,500.00 | Carole Brunsting |
| 12/17/2002 | chk# 3883 ? | | \$ \$ | 5,000.00 | Carole Brunsting |
| 3/23/2010 | | | \$ | 7,000.00 | Carole Brunsting |
| 5/18/2010 | | | \$ | 1,000.00 | Carole Brunsting |
| | | | | | |
| 10/1/2010 | | | \$ | 20,000.00 | Carole Brunsting |
| | | | | | |
| | | and an an an an and a sublim | DEG Tranks | al fan State a state a state a state | - Marine A. Stream (Marine 1995) Ann Dairt ar 1995 "Mill (1993) Badalari 2014" |

| Anita became trustee Dec. 2011 5/11/2011 1120 shares exxon Survivors trust Total Amy Brunsting | \$ | 81.12 | \$ | 90854.4 Amy Brunsting 90,854.40 | to pay off house |
|--|----------|-----------------|-----------|---|---|
| 5/10/2011 6/3/2011 6/14/2011 135 shares chevron Survivors trust 6/15/2011 160 shares exxon Survivors trust Total Anita Brunsting | \$ \$ | 100.60 78.66 | | 5,443.22 Anita Brunsting 5,750.51 Anita Brunsting 13,581.00 Anita Brunsting 12,585.60 Anita Brunsting 37,360,33 | pay off Luke's truck pay off Honda for Katie borrowed against inheritance - for college expenses borrowed against inheritance - for college expenses |
| 4/7/2011 6/8/2011 6/15/2011 160 shares exxon Survivors trust | \$ | 78.66 | -\$-\$ \$ | 3,000.00 Candy Curtis 2,000.00 Candy Curtis 12,585.60 Candy Curtis | property taxes new bed? for reserve after mom passed away to keep helping her w/ expenses if trust money was not available |

purpose

medical bills

paid one medical bill (\$1565.70) and to caretakers directly for his care from 7/13/2010 through 1/9/2011, (additional days occurred from Jan-April 2011 than included payment to caretakers as well as groceries and his medical supplies, but specific dates in this time period were not recorded)

loan?

original intent to take against inheritance, but no letter/documentation found to date; will be treated as a gift; to fix house

| Date | Gift | Stock price | an | ount | Person | purpose |
|------------|------------------------------------|-------------|--------|------------|----------------------------------|---------------------------------|
| 8/24/2011 | | | \$ | 2,000.00 | Candy Curtis | expenses |
| 10/26/2011 | | | \$ | 2,000.00 | Candy Curtis | medical bills |
| 11/10/2011 | | | \$ | 2,000.00 | Candy Curtis | travel to see mom |
| | Total Candy Curtis | - | Ş | 23,585.60 | | |
| 6/15/2011 | 1325 shares exxon Decedents trust | \$ 78 | .66 \$ | 104,224.50 | Carole Brunsting | to pay off/fix house |
| | Total Carole Brunsting | | \$ | 104,224.50 | | |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100 | .60 \$ | 13,581.00 | Ann Brunsting UGMA (grandchild) | gift for future car/college exp |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100 | .60 💲 | 13,581.00 | Jack Brunsting UGMA (grandchild) | gift for future car/college exp |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100 | .60 \$ | 13,581.00 | Katie Riley UGMA (grandchild) | gift for college exp |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100 | .60 \$ | 13,581.00 | Luke Riley (grandchild) | gift for college exp |

Carl's Medical Support Bills

| Date | | Payee | Amount |
|------------|------|-----------------------|-------------|
| 7/13/2010 | 6726 | Tino | \$ 1,339.50 |
| 7/14/2010 | | Robert | \$ 60.00 |
| 7/15/2010 | 6729 | Shimeka | \$ 180.00 |
| 7/21/2010 | 6588 | Tino | \$_1,581.00 |
| 7/27/2010 | 6393 | Tino | \$ 450,00 |
| 7/27/2010 | 6394 | Robert | \$ 327.00 |
| 7/29/2010 | 6595 | Shimeka | \$ 375.00 |
| 8/3/2010 | 6597 | Tino | \$ 654.00 |
| 8/9/2010 | 6607 | | \$ 972.00 |
| 8/15/2010 | | MHS Physicians (Carl) | \$ 1,565.70 |
| 8/15/2010 | 6614 | | \$ 45.00 |
| 8/23/2010 | 6623 | | \$ 45.00 |
| 10/4/2010 | 6690 | | \$25,000.00 |
| 10/18/2010 | | Robert | \$_255.00 |
| 10/22/2010 | 6747 | Robert | \$170.00 |
| 10/26/2010 | 6749 | Robert | \$ 105.00 |
| 11/1/2010 | 6764 | Robert | \$ 510.00 |
| 11/4/2010 | 6769 | Michael Brooks | \$ 237.00 |
| 11/5/2010 | 6771 | Robert | \$ 309.00 |
| 11/8/2010 | 6777 | Robert | \$ 330.00 |
| 11/10/2010 | 6781 | Michael Brooks | \$ 300.00 |
| 11/12/2010 | 6784 | Robert | \$ 285.00 |
| 11/15/2010 | 6793 | Robert | \$ 270.00 |
| 11/17/2010 | 6795 | Michael Brooks | \$ 240.00 |
| 11/16/2010 | 6799 | Robert | \$ 295.00 |
| 11/24/2010 | 6806 | Michael Brooks | \$ 255.00 |
| 11/24/2010 | 6809 | Robert | \$ 345.00 |
| 11/26/2010 | 6810 | Michael Brooks | \$ 270.00 |
| 12/1/2010 | 6817 | Michael Brooks | \$ 420.00 |
| 12/1/2010 | 6818 | Tino | \$ 849.38 |
| 12/3/2010 | 6819 | Robert | \$ 135.00 |
| 12/5/2010 | 6820 | Robert | \$ 855.00 |
| 12/5/2010 | 6821 | Antonio | \$ 135.00 |
| 12/7/2010 | 6826 | Michael Brooks | \$ 300.00 |

Carl's Medical Support Bills

| Date | Check # | Payee | Amount |
|--------------|-----------|-----------------------|-----------------|
| 12/8/2010 | 6828 | Michael Brooks | \$ 150.00 |
| 12/8/2010 | 6831 | Shimeka | \$ 416.00 half |
| 12/13/2010 | 6832 | Robert | \$ 382.31 half |
| 12/14/2010 | 6836 | Michael Brooks | \$ 525.00 |
| 12/15/2010 | 6840 | Tino | \$ 435.00 half |
| 12/17/2010 | 6843 | Tino | \$ 412.50 half |
| 12/16/2010 | 6844 | Michael Brooks | \$ 375.00 |
| 12/19/2010 | 6846 | Robert | \$ 469.92 2/3 |
| 12/24/2010 | pd carole | robert, tino, michael | \$ 1,151.70 2/3 |
| 12/30/2010 | 6851 | Tino | \$ 821.70 2/3 |
| 12/28/2010 | 6852 | Michael Brooks | \$ 564.30 2/3 |
| 1/1/2011 | | Robert | \$ 435.60 2/3 |
| 1/2-1/9/2011 | | robert, tino, michael | \$ 1,296.00 |
| | | | \$ 46 899.61 |

any additional days

\$ 46,899.61 s \$216.00/day

| | | Amount Charged | 2%ar | nual value | | |
|---------------|--------------|----------------------|--------|------------|-------------------|--------|
| Card/Expense | Closing Date | Against Trust | of tru | st/ month | Balance Remaining | Date |
| | | | \$ | 4,166.00 | \$ 4,166.00 | Jan-11 |
| | | | \$ | 4,166.00 | \$ 8,332.00 | Feb-11 |
| | | | \$ | 4,166.00 | \$ 12,498.00 | Mar-11 |
| | | | \$ | 4,166.00 | \$ 16,664.00 | Apr-11 |
| Visa | 5/5/2011 | \$ 3,327.30 | \$ | 4,166.00 | \$ 17,502.70 | May-11 |
| Luke college | 5/27/2011 | \$ 461.00 | | · · · · · | \$ 17,041.70 | |
| Katie College | 6/2/2011 | \$ 500.00 | \$ | 4,166.00 | \$ 20,707.70 | Jun-11 |
| Visa | 6/6/2011 | \$ 2,634.34 | | | \$ 18,073.36 | |
| MC | 6/6/2011 | \$ 2,358.75 | | | \$ 15,714.61 | |
| МС | 7/6/2011 | \$ 2,976.35 | \$ | 4,166.00 | \$ 16,904.26 | Jul-11 |
| Visa | 7/7/2011 | \$ 7,242.83 | | | \$ 9,661.43 | |
| MC | 7/18/2011 | \$ 1,998.19 | | | \$ 7,663.24 | |
| Visa | 8/5/2011 | \$ 3,199.02 | \$ | 4,166.00 | \$ 8,630.22 | Aug-11 |
| Luke college | 8/26/2011 | \$ 575.00 | | | \$ 8,055.22 | |
| мс | 9/6/2011 | \$ 999.04 | \$ | 4,166.00 | \$ 11,222.18 | Sep-11 |
| Visa | 9/7/2011 | \$ 4 <u>,76</u> 7.36 | | | \$ 6,454.82 | |
| MC | 10/4/2011 | \$ 2,390.35 | \$ | 4,166.00 | \$ 8,230.47 | Oct-11 |
| Visa | 10/6/2011 | \$ 102.52 | | | \$ 8,127.95 | |
| MC | 10/19/2011 | \$ 2,033.30 | | | \$ 6,094.65 | |
| Luke college | 11/1/2011 | \$ 2,000.00 | \$ | 4,166.00 | \$ 8,260.65 | Nov-11 |
| Visa | 11/5/2011 | \$ 230.22 | | | \$ 8,030.43 | |
| MC | 11/8/2011 | \$ 3,274.51 | | | \$ 4,755.92 | |
| Total | | \$ 41,070.08 | \$ | 45,826.00 | | |

Brunsting Family Survivor's and Decedent's Assets

÷

| Asset | # shares | price/share * | Ап | nount* | *values as of 3/26/2012 |
|------------------------------------|------------|---------------|------|--------------|--|
| Chevron/Texaco-decedent | 614.1303 | 107.84 | | \$66,227.81 | |
| Chevron/Texaco-survivor | 172.4055 | 107.84 | | \$18,592.21 | |
| Chevron - Decedent | 612 | | | \$65,998.08 | |
| ExxonMobil-Decedent | 583 | 87.16 | | \$50,814.28 | |
| ExxonMobil-survivor | 835.910671 | | | \$72,857.97 | |
| MetLife - Survivor | 95 | 38.31 | | \$3,639.45 | |
| Survivor's Trust Edward Jones | | | | \$1.05 | |
| Decedent's Trust Edward Jones | | | 1 | \$250,506.13 | |
| Survivor's Trust Checking | | | 1 | | Includes deposit of \$433,129.32 from sale of house |
| Decedent's Trust Checking | | | | | Includes deposit of first 1/2 of farm rent for 2012: \$26437.50 and Chevron Dividend: \$495.72 |
| Surv Trust Checking (prior to mom' | s death) | | | \$1,471.75 | Some automated payments for house utilities were set up on this acct - it is being left open until final water bill has been paid (April 2012) |
| Misc. Coins | | | 1-1- | \$690.00 | |
| Gold Watches/misc jewelry | | | | \$853.00 | |
| Total Liquid Assets | | | \$1 | ,019,555.19 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Farm (acres) | 141 | 15300 | \$2 | | appraised value/acre |
| House | | | | | final sale profit \$433,129.32 - reflected in balance in survivors trust checking acct |
| Total Trust | | | \$3 | ,176,855.19 | |
| | | | | | |
| | | | | | |
| | | | 1 | | |

Schedule I

Trust Expenses

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| Date | Vendor | Purpose | Am | ount |
|------------|-------------------------------|---|-----|----------|
| 11/12/2011 | Kroger - Houston | Groceries when cleaning/packing house | \$ | 23.31 |
| 11/16/2011 | Phillips 66 - Houston | Transportation | \$ | 56.20 |
| 11/22/2011 | Phillips 66 - Houston | Transportation | \$ | 49.08 |
| 12/11/2011 | Vacek | Legal | \$ | 4,500.00 |
| 12/11/2011 | US Treasury | tax payment for Decedent Trust | \$ | 1,780.00 |
| 12/12/2011 | Wilchester West Fund | subdivision dues | \$ | 359.00 |
| 12/18/2011 | Mr. Pham Chen | Lawn care - 2 mos | \$ | 200.00 |
| 12/18/2011 | Centerpoint Energy | natl gas for house | \$ | 54.62 |
| 12/18/2011 | Kelsey-Seybold | mom's medical | \$ | 13.92 |
| 12/18/2011 | Memorial Hermann | mom's medical | \$ | 226.40 |
| 12/18/2011 | ACS Primary Care | mom's medical | \$ | 6.87 |
| 12/21/2011 | | Trust Docs | \$ | 1.28 |
| 12/26/2011 | Home Depot | Home Repair/Security | \$ | 92.56 |
| 12/26/2011 | Exxon - Victoria | Transportation | \$ | 45.15 |
| 12/28/2011 | Kroger - Houston | Groceries when cleaning/packing house | \$ | 16.31 |
| 12/28/2011 | HEB - Houston | Groceries when cleaning/packing house | \$ | 3.50 |
| 12/28/2011 | Ace Hardware | Supplies to pack up house | \$ | 66.53 |
| 12/28/2011 | Herb Jamison | house appraisal | \$ | 450.00 |
| 12/29/2011 | Shell - Victoria | Transportation | \$ | 44.51 |
| 12/29/2011 | Amy Brunsting | tires for mom's car/house repairs/transportation | \$ | 425.94 |
| 1/9/2012 | Exxon - Victoria | Transportation | \$ | 49.57 |
| 1/10/2012 | Dr. Annie Uralil | mom's medical | \$ | 44.06 |
| 1/16/2012 | Northwoods Urology Associates | mom's medical | \$ | 740.77 |
| | Don Sumners Tax Asses/Collect | 2011 property tax for mom's house | \$ | 1,285.05 |
| 1/20/2012 | Stream Energy | electricity for mom's house | \$ | 59.96 |
| 1/31/2012 | ATT | phone/internet for mom's house | \$ | 86.00 |
| 2/2/2012 | Visa | Credit Card Payment for moving supplies, meals and gas (unhide rows to see | \$ | 269.84 |
| 2/11/2012 | Memorial Hermann | mom's medical | \$ | 41.72 |
| 2/14/2012 | ATT | phone/internet for mom's house | \$ | 72.16 |
| 2/17/2012 | Stream Energy | electricity for mom's house | \$ | 19.10 |
| 2/29/2012 | Durapier | deposit to level mom's house | \$ | 500.00 |
| 3/2/2012 | Amy Brunsting | moving expenses on mom's house | \$ | 844.35 |
| 3/6/2012 | Carole Brunsting | reimbursement for paying Durapier & paying Tino \$780 to oversee project (6 | \$2 | 5,655.00 |
| 3/11/2012 | Kroese & Kroese | appraisal of farm and consult w/ lowa atty | \$ | 2,175.00 |
| 3/15/2012 | Centerpoint Energy | nall gas for house | \$ | 158.09 |
| 3/16/2012 | Return Check Fee | Met Life dividend check returned (checking into why) | \$ | 12.00 |
| 3/21/2012 | Postage | to mail tax info for Surv and Deced Trust to Rich Rikkers CPA | \$ | 14.80 |
| | Stream Energy | electricity for mom's house | \$ | 39,19 |
| | Total | | \$4 | 0,481.84 |
| | | | | |

Liabilities

Farm Taxes Remaining medical bills Decendent & Survivor Trust tax prep Trustee Expenses

Schedule J

08.01 2011

| PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE) |
|--|
| NOTICE: Not For Use For Condominium Transactions |
| |
| |
| 1. PARTIES: The parties to this contract are Amy Brunsting (Seller |
| 1. PARTIES: The parties to this contract are <u>Amy Brunsting</u> (Seller and <u>Brett C. McCarroll</u> (Buyer) Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below |
| 2. PROPERTY: |
| A. LAND: Lot <u>31</u> Block <u>4</u> , <u>Wilchester West</u> Addition, City of <u>Houston</u> , County of <u>Harris</u> , Texas, known as <u>13630</u> <u>Pinerock Ln</u> <u>Houston Tx</u> 77079 <u>5914</u> (address/zip code), or as described on attached exhibit B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the |
| , Texas, known as 13630 Pinerock Ln Houston Tx 77079 |
| B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the |
| above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens |
| shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes television antennas and satellite dish system and equipment, mounts and brackets for |
| televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitcher |
| equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor |
| cooking equipment, and all other property owned by Seller and attached to the above described real property. |
| C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods |
| door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage |
| doors, (iii) entry gates, and (iv) other improvements and accessories. |
| D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: n/a |
| The land, improvements and accessories are collectively referred to as the "Property". |
| 3. SALES PRICE: |
| A. Cash portion of Sales Price payable by Buyer at closing B. Sum of all financing described below (excluding any loan funding |
| fee or mortgage insurance premium) |
| |
| 4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below) |
| A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount or \$ 3B above (excluding any loan funding fee or mortgage insurance premium). |
| (1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s), (including, but not limited to appraisal, insurability and lender required |
| repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and |
| the earnest money will be refunded to Buyer.(2) Credit Approval: (Check one box only) |
| (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval. |
| (b) This contract is not subject to Buyer being approved for financing and does no involve FHA or VA financing. |
| B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promission |
| notes described in the attached TREC Loan Assumption Addendum. C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ |
| secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title |
| insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance. |
| |
| Initialed for identification by Buyer 1200 and Seller TREC NO. 20 |

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Prodential Gary Greene, 1519 Brendon Trails Dr Spring, TX 77379
Produced with zipForm® by zipLogix 18070 Filleen Mile Road, Fraser, Michigan 48028 www.zipLogix.com
Brett C and Emily T

| 1 | (Address of Property) |
|---|---|
| | EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit <u>4.690.00</u> as earnest money with |
| | Buyer shall deposit additional earnest money of \$ with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default. |
| | TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at 🔀 Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by <u>First American title Co</u> |
| | (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is located. |
| | (2) The standard printed exception for standby fees, taxes and assessments. (3) Liens created as part of the financing described in Paragraph 4. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located. |
| | (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to marital rights. (7) The standard printed exception as to waters, tidelands, beaches, streams, and related |
| | matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's |
| | expense, may have the exception amended to read, "shortages in area". 3. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the |
| | Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended |
| | up to 15 days or the Closing Date, whichever is earlier. C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only) X (1) Within7 days after the effective date of this contract, Seller shall furnish to Buyer |
| | and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time |
| | prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Euler's Buyer's expense no later than 3 days prior to Closing Date. |
| | (2) Within days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. (3) Within days after the effective date of this contract, Seller, at Seller's expense |
| | shall furnish a new survey to Buyer. D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or |
| | activity: <u>residential use</u> Buyer must object the earlier of (i) the Closing Date or (ii) <u>3</u> days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time |
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| I3630 Pinerock Ln Houston Tx 77079 Contract Concerning Houston 5914 (Address of Property) Page 3 of 9 08-01-2011 |
| allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections. E. TITLE NOTICES: |
| (1) ABSTRACT OR TITLE POLICY: Broker advises 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. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object. |
| (2) PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP: The Property is is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). 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 property owners association(s). 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 TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association |
| should be used for each association. (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, 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 prior to final execution of this contract, |
| (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or |
| required by the parties must be used. (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, 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, contact all municipalities located in the general |
| (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, 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 |
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| 13630 Pinerock Ln Houston Tx 77079 |
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| Contract Concerning Houston, 5914 Page 4 of 9 08-01-2011 (Address of Property) |
| hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property. (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real 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, 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. |
| 7. PROPERTY CONDITION: A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections. B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only) Image: March 10, 100, 100, 100, 100, 100, 100, 100, |
| money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer. (3) The Seller is not required to furnish the notice under the Texas Property Code. C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978. D. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only) (1) Buyer accepts the Property in its present condition. (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense shall complete the following specific repairs and treatments: |
| general phrases, such as "subject to inspections" that do not identify specific repairs.) NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any. E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer. |
| F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments. |
| G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used. |

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| Contra | act Concerning 13630 Pinerock Ln Houston Tx 77079 (Address of Property) | Page 5 of 9 08-01-2011 |
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| | H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential a residential service company licensed by TREC. If Buyer purchases contract, Seller shall reimburse Buyer at closing for the cost of t contract in an amount not exceeding \$ n/a Buyer at closing for the cost of t residential service contract for the scope of coverage, exclusions purchase of a residential service contract is optional. Similar purchased from various companies authorized to do business in Texas. | a residential service he residential service uyer should review any and limitations. The |
| 8. | BROKERS' FEES: All obligations of the parties for payment of brokers' separate written agreements. | fees are contained in |
| 9, | CLOSING: A. The closing of the sale will be on or before <u>February 17</u>, 20; days after objections made under Paragraph 6D have been cured or w is later (Closing Date). If either party fails to close the sale by the C defaulting party may exercise the remedies contained in Paragraph 15. B. At closing: (1) Seller shall execute and deliver a general warranty deed conveying to Buyer and showing no additional exceptions to those permitted furnish tax statements or certificates showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Price Directory and showing no delinquent taxes on the Pricetory and the pricetory and showing no delinquent taxes on the Pricetory and showing no delinquent taxes on the Pricetory and taxes and taxes on the Pricetory and taxes and | losing Date, the non- title to the Property in Paragraph 6 and operty. |
| 10. | (2) Duyer shall pay the cales rince in good tanks acceptable to the esclow age (3) Seller and Buyer shall execute and deliver any notices, s' affidavits, releases, loan documents and other documents reason closing of the sale and the issuance of the Title Policy. (4) There will be no liens, assessments, or security interests against the not be satisfied out of the sales proceeds unless securing the p assumed by Buyer and assumed loans will not be in default. (5) If the Property is subject to a lease, Seller shall (I) deliver to Buyer move-in condition form signed by the tenant, if any, and (ii) tran (as defined under §92.102, Property Code), if any, to Buyer. In s shall deliver to the tenant a signed statement acknowledging that the security deposit and is responsible for the return of the specifying the exact dollar amount of the security deposit. POSSESSION: Seller shall deliver to Buyer possession of the Proper required condition, ordinary wear and tear excepted: D upon closing and to a temporary residential lease form promulgated by TREC or other writ the parties. Any possession by Buyer prior to closing or by Seller after authorized by a written lease will establish a tenancy at sufferance release or appropriate insurance coverage may be limited or terminated. The at lease or appropriate insurance coverage may expose the parties to economic | tatements, certificates, ably required for the e Property which will ayment of any loans the lease(s) and the sfer security deposits such an event, Buyer e Buyer has received security deposit, and ty in its present or d funding according ten lease required by closing which is not ationship between the nip and possession psence of a written |
| 11. | SPECIAL PROVISIONS: (Insert only factual statements and business the sale. TREC rules prohibit licensees from adding factual statements for which a contract addendum, lease or other form has been promu- mandatory use.) Response requested by noon Wed Jan 18,2012 | details applicable to or business details |
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| Contract | Concerning | 13630 | Pinerock Ln Houston (Address of | | TX 7707 | | ge 6 of 9 08-01-201 |
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| 14. | CASUALTY L after the effect as soon as re to factors bey will be refund Date will be a assignment of deductible und | OSS: If any betwe date of easonably pos- yond Seller's led to Buyer extended as f insurance p der the insur | part of the Pro this contract, S sible, but in any control, Buyer i (b) extend the necessary or (c roceeds and red | perty is dam eller shall re y event by the may (a) tern time for pe) accept the selve credit iller's obligat | estore the I he Closing ninate this erformance Property i from Seller | Property to its Date. If Seller contract and t up to 15 days n its damaged at closing in | or other casualt previous condition fails to do so du he earnest mone s and the Closing condition with a the amount of the n are independen |
| | enforce specif terminate this both parties f time allowed to of Seller, Buyo be extended earnest mone default and E | ic performanc contract and rom this con to make any er may (a) ex as necessary y. If Seller fa Buyer may (aw, or both, | ce, seek such of tract. If, due to non-casualty re- ktend the time fu or (b) termina ails to comply w a) enforce spe- or (b) terminate | other relief a <u>arnest mone</u> pairs or del pr performan ate this con vith this conf cific perform | is may be y as liquidi yond Seller iver the Co ice up to 1 tract as th tract for an iance, see | provided by la ated damages, 's control, Self ommitment, or 5 days and the e sole remedy y other reason c such other | and Seller may (a thereby releasing er fails within the survey, if required e Closing Date with and receive the Seller will be in relief as may be st money, thereby |
| 16. | MEDIATION: alternative dis Buyer related be submitted mediation sha | it is the poli pute resoluti to this contra to a mutu Il bear the π | cy of the State on procedures act which is not ally acceptable | such as m resolved th mediation equally. This | ediation. À rough infor service or paragraph | ny dispute be mal discussion provider. Th | f disputes through tween Seller and ⊠ will □ will no e parties to the clude a party from |
| | ATTORNEY'S in any legal and all costs of | proceeding re | elated to this co | ing Broker, (ontract is en | Other Broke Ititled to re | er, or escrow a cover reasonat | igent who prevail de attorney's fee |

Initialed for identification by Buyer 1610 and Seller TREC NO. 20-10

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Brett C. and Emily T.

| | Houston Tx 77079 Page 7 of 9 08-01-2011 |
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| the performance or nonperformance of any earnest money and (iii) liable for the loss | party to this contract and does not have liability for party to this contract, (ii) liable for interest on the of any earnest money caused by the failure of any money has been deposited unless the financial |
| B. EXPENSES: At closing, the earnest money then to Buyer's Expenses and any excess agent may; (i) require a written release of require payment of unpaid expenses incur. | must be applied first to any cash down payment, s refunded to Buyer. If no closing occurs, escrow f liability of the escrow agent from all parties, (ii) ed on behalf of a party, and (iii) only deduct from expenses incurred on behalf of the party receiving |
| C. DEMAND: Upon termination of this contra release of earnest money to each party release and deliver same to the escrow either party may make a written demand one party makes written demand for t provide a copy of the demand to the oth objection to the demand from the other the earnest money to the party making de incurred on behalf of the party receiving same to the creditors. If escrow agent from | ct, either party or the escrow agent may send a and the parties shall execute counterparts of the agent. If either party fails to execute the release, o the escrow agent for the earnest money. If only ne earnest money, escrow agent shall promptly er party. If escrow agent does not receive written party within 15 days, escrow agent may disburse emand reduced by the amount of unpaid expenses he earnest money and escrow agent may pay the mplies with the provisions of this paragraph, each all adverse claims related to the disbursal of the |
| escrow agent within 7 days of receipt o liquidated damages in an amount equal | s or refuses to sign a release acceptable to the the request will be liable to the other party for o the sum of: (i) three times the amount of the i) reasonable attorney's fees; and (iv) all costs of |
| E. NOTICES: Escrow agent's notices will be 21. Notice of objection to the demand agent. | effective when sent in compliance with Paragraph will be deemed effective upon receipt by escrow |
| closing. If any representation of Seller in this | entations and warranties in this contract survive contract is untrue on the Closing Date, Seller will written agreement, Seller may continue to show ck up offers. |
| | a "foreign person," as defined by applicable law, |
| or if Seller fails to deliver an affidavit to Buy shall withhold from the sales proceeds an a and deliver the same to the Internal Reve | er that Seller is not a "foreign person," then Buyer mount sufficient to comply with applicable tax law nue Service together with appropriate tax forms. a filing written reports if currency in excess of |
| or if Seller fails to deliver an affidavit to Buy shall withhold from the sales proceeds an a and deliver the same to the Internal Reve Internal Revenue Service regulations requir specified amounts is received in the transaction. | er that Seller is not a "foreign person," then Buyer mount sufficient to comply with applicable tax law nue Service together with appropriate tax forms. a filing written reports if currency in excess of other must be in writing and are effective when |
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| 22. AGREEMENT OF PARTIES: This of | contract contains the entire agreement of the parties and vritten agreement. Addenda which are a part of this contract |
| Third Party Financing Addendum for Approval | Credit Addendum for "Back-Up" Contract |
| Seller Financing Addendum | Addendum for Coastal Area Property |
| Addendum for Property Subject to Mandatory Membership in a Property Owners Association | Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| Buyer's Temporary Residential Lease | e Seller's Temporary Residential Lease |
| Loan Assumption Addendum | Short Sale Addendum |
| Addendum for Sale of Other Property by Buyer | Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| Addendum for Reservation of Oil, Ga and Other Minerals | |
| Other (list): | ······ |
| notice of termination within the time any earnest money will be refunded Sales Price at closing, Time is of th the time for performance is required. 24. CONSULT AN ATTORNEY: TREC r | e unrestricted right to terminate this contract. If Buyer gives prescribed, the Option Fee will not be refunded; however, to Buyer. The Option Fee 🕅 will 🗌 will not be credited to the se essence for this paragraph and strict compliance with rules prohibit real estate licensees from giving legal advice. If you do not understand the effect of this contract, consult an Seller's Attorney is: |
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| Buyer Brett C. McCarroll | Seller Amy Brunsting |
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TREC NO. 20-10 Brett C. and Emily T.

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| Seller as Listing Broker's subagent | Seller only as Seller | s agent |
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11-29-2010



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM FOR CREDIT APPROVAL

TO CONTRACT CONCERNING THE PROPERTY AT

13630 Pinerock Ln Houston Tx 77079 (Street Address and City)

Houston

Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain credit approval for the financing (Credit Approval). Buyer shall furnish all information and documents required by lender for Credit Approval. Credit Approval will be deemed to have been obtained when (1) the terms of the loan(s) described below are available and (2) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history. If Buyer cannot obtain Credit Approval, Buyer may give written notice to Seller within ________ days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to Credit Approval. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

NOTE: Credit Approval does not include approval of lender's underwriting requirements for the Property, as specified in Paragraph 4.A.(1) of the contract.

Each note must be secured by vendor's and deed of trust liens.

CHECK APPLICABLE BOXES:

X A. CONVENTIONAL FINANCING:

- (1) A first mortgage loan in the principal amount of \$ <u>417,000.00</u> (excluding any financed PMI premium), due in full in <u>30</u> year(s), with interest not to exceed <u>4.000</u> % per annum for the first <u>30</u> year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed <u>1.000</u> % of the loan.
- (2) A second mortgage loan in the principal amount of \$ ______ (excluding any financed PMI premium), due in full in ______ year(s), with interest not to exceed ______ % per annum for the first ______ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed ______ % of the loan.
- B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$ for a period in the total amount of ______ years at the interest rate established by the Texas Veterans Land Board.
- C. FHA INSURED FINANCING: A Section ____FHA insured loan of not less than _ (excluding any financed MIP), amortizable monthly for not less than \$_ years, with interest not to exceed _____% per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed ______ % of the loan. As required by HUD-FHA, if FHA valuation is unknown, "It is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Alfairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ ___ ____. The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the

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Prudential Gary Greene, 1519 Brendon Trails Dr Spring, TX 77379 Phone: 281.376.9635 Fax: 281.444.0630 Mary Johnson Bredweed with site Serret by viel only 18070 Elfage h