

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

SECURITIES AND EXCHANGE §
COMMISSION §

Plaintiff, §

v. §

Case 04:17-CV-00336-ALM

THURMAN P. BRYANT, III and §
BRYANT UNITED CAPITAL FUNDING, §
INC., ARTHUR F. WAMMEL, §
WAMMEL GROUP, LLC, CARLOS §
GOODSPEED a/k/a SEAN PHILLIPS §
a/k/a GC d/b/a TOP AGENT §
ENTERTAINMENT d/b/a/ MR. TOP §
AGENT ENTERTAINMENT, §

Defendants, §

and §

THURMAN P. BRYANT, JR., §

Relief Defendant. §

**MOTION TO LIQUIDATE PROPERTY AND
VOID OR CLARIFY CONTRACT FOR DEED**

Jennifer Ecklund, the Court-appointed Receiver (the “**Receiver**”) for Defendants Thurman P. Bryant, III (“**Bryant**”) and Bryant United Capital Funding, Inc. (“**BUCF**”) (Bryant and BUCF, collectively, the “**Bryant Defendants**”) and Defendant Arthur F. Wammel (“**Wammel**”), Defendant Wammel Group, LLC (the “**Wammel Group**”), and Wammel Group Holdings Partnership (“**WGHP**”) (together Wammel, Wammel Group, and WGHP, the “**Wammel Defendants**”) receivership estates (together, the “**Receivership Estate**” or the “**Receivership**”), hereby files this *Motion to Liquidate Property and Void or Clarify Contract for Deed* (the “**Motion**”) seeking permission to liquidate the real property located at 8101 South Humble Road,

Texas City, Texas 77591 (the “**Property**”) whose purchase and sale were the product of fraudulent actions. Ancillary Defendant Stephen Garrett (“**Ancillary Defendant Garrett**”) makes a claim to the Property that was previously approved for liquidation by this Court and to which the Receiver holds the deed. Ancillary Defendant Garrett contends that a Contract for Deed provides him with right to the Property, but the Receiver moves for liquidation of the Property because (1) occupancy fraud by Wammel in obtaining a mortgage on the Property, and (2) a straw-buyer purchase between Ancillary Defendant Garrett and Wammel constitute mortgage and wire fraud, which void any claim Ancillary Defendant Garrett has to the Property. For this reason and as outlined in more detail below, the Receiver moves to liquidate the Property and void, or in the alternative, to clarify the Contract for Deed.

I.
FACTUAL BACKGROUND

A. Procedural Background

1. On May 15, 2017, this Court issued an order appointing the Receiver as receiver of the Bryant Receivership Defendants’ property. *See* Order Appointing Receiver, Dkt. No. 17, at ¶¶ 7, 14, 17.

2. On July 19, 2017, this Court entered the Amended Order Appointing the Receiver, expanding the Order Appointing the Receiver to include Wammel, Wammel Group, and WGHP but not changing in substance the powers of the Receiver over the Bryant Defendants. *See* Amended Order Appointing Receiver, Dkt. No. 48 (the “**Receivership Order**”).

3. The Receivership Order authorizes the Receiver to “take custody, control and possession of all Receivership Property and records relevant thereto from Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto....” *Id.* at ¶ 7A. The Receivership Order also

directs and authorizes the Receiver to “manage, control, operate and maintain the Receivership Estates and hold in [her] possession, custody and control all Receivership Property, pending further Order of this Court,” as well as to “use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging [her] duties as Receiver.” *Id.* at ¶ 7C–D.

4. On October 17, 2017, the SEC, the Receiver, and the Wammel Defendants agreed to the entry of a liquidation of the Wammel Defendants’ assets as detailed in the *Motion to Enter Agreed Order (I) Authorizing Liquidation of Real Property, Aircraft, Vehicles, Furniture, Fixtures, Equipment, and Other Items and Termination of Certain Leases, (II) to Approve Procedures to Sell Receivership Assets, and (III) to Release Funds from Certain Frozen Bank Accounts into the Receiver’s Account* [Dkt. 131]. The agreed motion and submitted order included agreement between the Wammel Defendants and the Receiver to liquidate the Property.

5. Thereafter, the Court entered and granted the *Agreed Order (I) Authorizing Liquidation of Real Property, Aircraft, Vehicles, Furniture, Fixtures, Equipment, and Other Items and Termination of Certain Leases, (II) to Approve Procedures to Sell Receivership Assets, and (III) to Release Funds from Certain Frozen Bank Accounts into the Receiver’s Account* on November 6, 2017 [Dkt. No. 133]. This Order included approval to liquidate the Property.

6. Ancillary Defendant Garrett is a named defendant in the lawsuit by the Receiver against certain winning investors captioned, *Ecklund v. Bailey, et al.*, Ancillary Civil Action No. 4:18-cv-359, in this Court.

B. Ancillary Defendant Garrett’s claim to the Property

7. Upon her appointment, the Receiver learned that the Wammel Group was listed on

the title to the Property and thus her counsel traveled to the Property and served the Receivership Order on the occupant, Ancillary Defendant Garrett. Ancillary Defendant Garrett and his family live in the home on the Property.¹

8. After being served with the Receivership Order in July 2017, Ancillary Defendant Garrett communicated with the Receiver's counsel that (1) he sold the Property to the Wammel Group in 2013, (2) Wammel applied for a loan and financed the Property, (3) Wammel and Ancillary Defendant Garrett entered into a Contract for Deed, and (4) pursuant to the Contract for Deed, Ancillary Defendant Garrett has been paying monthly the amount due under the loan, to the Wammel Group and continued occupying the Property.²

9. While the Receiver worked to discover the facts surrounding the purchase and loans surrounding the Property, the Receiver permitted Ancillary Defendant Garrett to continue occupying the Property after her appointment on the condition that he continued to pay the amount due under the loan agreement, including interest, taxes, and insurance.³

C. Wammel, Stephen Garrett, Bryant, and the Property

10. Ancillary Defendant Garrett has known Wammel since he was a child.⁴

11. Wammel was a client of Ancillary Defendant Garrett's RV/storage business.⁵

¹ Declaration of Receiver Jennifer Ecklund in Support of Motion to Liquidate ("Ecklund Declaration"), attached hereto as **Exhibit A**, at ¶ 5.

² Ecklund Declaration, at ¶ 6.

³ *Id.* at ¶ 7.

⁴ *Id.* at ¶ 8a.

⁵ *Id.* at ¶ 8b.

12. Wammel explained to Ancillary Defendant Garrett his business and encouraged Ancillary Defendant Garrett to invest with him. Ancillary Defendant Garrett was hesitant to do so for a few years.⁶

13. In February 2012, Ancillary Defendant Garrett sought money for a loan and Wammel attempted to help him. Specifically, Wammel e-mailed Bryant stating, “I have a good friend looking for a hard money type loan. It’s a little more complicated than me just explaining it so I’m hoping you can give him a call and let him explain to you what he wants and let him know if it’s something we can help him out.”⁷

14. Later that year in November 2012, Wammel sent Ancillary Defendant Garrett’s tax returns to Bryant.⁸

15. Ancillary Defendant Garrett purchased the Property with cash in January 2013. According to Ancillary Defendant Garrett, he could not get cash out of the Property because he had not owned it for 24 months and he was doing a multi-million dollar loan expansion with the bank related to his business.⁹

16. Ancillary Defendant Garrett ultimately agreed to enter into an arrangement with Wammel wherein he would be able to pull equity from his home and use the money to invest with Wammel and also put money into his own business for purposes of expansion.¹⁰

⁶ *Id.* at ¶ 8c.

⁷ February 14, 2012 E-mail from A. Wammel to T. Bryant (regarding loan for S. Garrett), attached hereto as **Exhibit A-1**.

⁸ See November 29, 2012 E-mail from A. Wammel to T. Bryant (attaching the tax returns of S. Garrett), attached hereto as **Exhibit A-2**.

⁹ Ecklund Declaration, at ¶ 8d-e.

¹⁰ *Id.* at ¶ 8f.

17. Bryant had the Property appraised in January 2013.¹¹

18. On January 20, 2013, Ancillary Defendant Garrett sold the Property to Wammel for \$902,000.00.¹² The Residential Contract reflects that \$811,800 was third-party financed and \$180,400 was seller financed.¹³

19. In February 2013, to finance the aforementioned sale of the Property, Wammel Applied for a loan, listing the Property as his “Primary Residence.”¹⁴ At the time that Wammel represented the Property as his primary residence (and at all times since its purchase in January 2013), Ancillary Defendant Garrett was occupying the Property as his primary residence.

20. Wammel ultimately financed the Property through a loan transaction with Associated Mortgage Investors (“**AMI**”) on April 10, 2013.¹⁵

21. After the sale of the Property, on May 3, 2013, Ancillary Defendant Garrett entered into a Wammel Group General Partnership Agreement, and used the funds received from Wammel from the sale of the Property to invest \$226,000 with Wammel Group and ultimately invested at least \$600,000 with Wammel Group.¹⁶

22. On May 16, 2013 (after Wammel secured financing of the Property with AMI), Wammel entered a Contract for Deed with Ancillary Defendant Garrett, wherein Ancillary

¹¹ See January 18, 2013 E-mail from Appraiser to Bryant Lending with Appraisal Report, attached hereto as **Exhibit A-3**.

¹² See January 20, 2013 Residential Contract between Stephen Garrett and Arthur Wammel, attached hereto as **Exhibit A-4**.

¹³ *Id.*

¹⁴ See February 13, 2013 Loan Application, attached hereto as **Exhibit A-5**. Interestingly, the Loan Application was prepared for and provided by Bryant Financial. *See id.*

¹⁵ See April 3, 2013 Loan Proposal and Acceptance, attached hereto as **Exhibit A-6**.

¹⁶ May 3, 2013 Wammel Group General Partnership Agreement, attached hereto as **Exhibit A-7**; *see* Summary of Payments and Transfers made between Wammel Group, LLC and Stephen Garrett, attached hereto as **Exhibit A-9**.

Defendant Garrett agreed to pay \$902,000 with interest for the Property.¹⁷

23. As a result of Wammel's purchase of the Property from Ancillary Defendant Garrett and re-financing of the Property with AMI, Ancillary Defendant Garrett was able to finance the Property that he otherwise would not have been able to finance and thus obtain equity in the Property that he demonstrably would not have been able to access without the straw-buyer purchase. Ancillary Defendant Garrett then invested over \$600,000 of this equity with the Wammel Group and received \$162,766 in returns over and above his initial investment in the Wammel Group.¹⁸

24. As more fully set forth below, the straw-buyer purchase between Ancillary Defendant Garrett and Wammel constitutes mortgage and wire fraud. Such fraud voids the Contract for Deed between Wammel and Ancillary Defendant Garrett. Thus, in addition to the fact that the title to the Property currently rests with the Receiver, the equity in the Property is an asset of the Receivership Estate. The Receiver is obligated to fully analyze and recover assets for the benefit of the Receivership Estate and to restore value to defrauded investors where possible.

25. Although the Court already entered an Agreed Order approving liquidation of the Property (as between Wammel and the Receiver), the Receiver brings this Motion seeking permission to liquidate the Property in light of Ancillary Defendant Garrett's claim to the Property.

¹⁷ See May 16, 2013 Contract for Deed, attached hereto as **Exhibit A-8**.

¹⁸ See Summary of Payments and Transfers made between Wammel Group, LLC and Stephen Garrett, attached hereto as **Exhibit A-9**.

II.
ARGUMENTS AND AUTHORITIES

A. The occupancy fraud by Wammel and straw-buyer purchase between Ancillary Defendant Garrett and Wammel constitute mortgage and wire fraud, which voids the Contract for Deed between Wammel and Ancillary Defendant Garrett.

26. As outlined in more detail above, Ancillary Defendant Garrett needed money for a loan and Wammel and Bryant provided him assistance in obtaining this additional cash flow. After a number of months, ultimately Bryant, Wammel, and Ancillary Defendant Garrett created a straw-purchaser transaction wherein all three would benefit.

27. *First*, Wammel committed occupancy fraud when he misrepresented the Property was his primary residence in the loan application. Wammel completed a loan application for the Property stating it was his “Primary Residence.” Wammel never intended that the Property would be his primary residence nor did he ever occupy the Property. Wammel’s representation in the loan application amounts to occupancy fraud—a false and misleading statement made in order to obtain money from a financial institution—and is in violation of 18 U.S.C. § 1344 and TEX. PENAL CODE § 32.32. Occupancy fraud is often committed to obtain favorable terms on a loan, but in this instance, the motive behind the occupancy fraud was the straw-buyer purchase—Wammel obtained the loan for Ancillary Defendant Garrett who otherwise could not qualify for the loan on his own and in return he received a financial incentive for taking the loan in his name (*i.e.* Ancillary Defendant Garrett then invested a portion of the proceeds of the sale of the Property in Wammel Group).

28. *Second*, the misrepresentation by Wammel and Ancillary Defendant Garrett in accomplishing the straw-buyer purchase amounts to wire fraud. Wammel sought the mortgage and claimed an intent to pay the mortgage and live on the Property, but he actually financed the Property for Ancillary Defendant Garrett who otherwise could not have qualified for the loan on

his own. Wammel received a financial incentive for taking the loan in his name—interest and money (to invest in and keep his Ponzi scheme afloat) from Ancillary Defendant Garrett. The straw-buyer purchase paired with Wammel’s occupancy fraud makes the scheme illegal. *See United States v. Isgar*, 739 F.3d 829, 834 (5th Cir. 2014) (convicting defendants in a straw-purchaser and mortgage fraud scheme for mail and wire fraud); *see also United States v. Parker*, 468 F. App’x 183, 184 (3d Cir. 2012) (convicting defendants of wire fraud for fraudulent mortgage applications and straw-purchases).

29. Although Ancillary Defendant Garrett will claim the Contract for Deed gives him the right to the Property, Ancillary Defendant Garrett’s participation in the above straw-purchase transaction, which constitutes mortgage and wire fraud, voids the Contract for Deed. *See Libhart v. Copeland*, 949 S.W.2d 783, (Tex. App.—Waco 1997,) (a contract procured by fraud is void).

30. Despite the fact that fraudulent conveyances may be valid between fraudulent parties (in this case Wammel and Ancillary Defendant Garrett), here, the Receiver is not Wammel, she is standing in the shoes of the assigning investors and is not dirtied by the unclean hands or actions of Wammel. Courts have consistently held that Receivers and Trustees may pursue fraudulent or preferential transfers despite the fact that the debtor was a knowing and willing participant to such conveyances because such claims are brought by the trustee or receiver as representative of the creditors or investors. *Corzin v. Fordu*, 209 BR 854, 863 (6th Cir. 1997); *Life Partners Creditors’ Trust v. Black Diamond Lifeplan Fund*, No. 4:17-cv-00225-O, 2017 WL 9934885, at *7-8 (N.D. Tex. Nov. 27, 2017).

31. The Property is currently deeded in the name of Wammel Group, LLC and the Property thus belongs to the Receivership Estate. Any claim by Ancillary Defendant Garrett is

invalid due to his participation in the fraud. For this reason, the Receiver seeks to void the Contract for Deed and liquidate the Property.

B. The Receiver’s proposed plan to liquidate the Property maximizes the value of the estate, eliminates unnecessary expenses, and preserves judicial resources.

32. The Receivership Order grants the Receiver “all powers and authority of a receiver at equity.” Amended Receivership Order, Dkt. No. 48 (the “**Receivership Order**”), at ¶ 4. At common law, an equity receiver has the power to dispose of property of the receivership estate when it appears that a receivership is continuing an enterprise that does not show evident signs of working for the benefit of the creditors. *See Jones v. Village of Proctorville*, 290 F.2d 49, 50 (6th Cir. 1961). Courts appointing a receiver “should see that the business is liquidated as economically and speedily as possible, unless its continuance is demonstrably beneficial to creditors.” *Id.* (citing *Kingsport Press, Inc. v. Brief English Sys.*, 54 F.2d 497, 501 (2d Cir. 1931)).

33. It is well-settled that the primary goal of a receivership is to provide a conduit through which assets can be held, liquidated, and distributed to the particular beneficiaries of the receivership. *See, e.g., SEC v. Safety Finance Service, Inc.* 674 F.2d 369, 371 (5th Cir. 1982). In this case, the beneficiaries are the numerous investors and creditors of the Receivership Estate and other named Defendants, who the SEC claims orchestrated and operated a scheme to defraud that divested investors of millions of dollars.

34. District courts have broad powers and wide discretion to determine the appropriate relief in an equity receivership, including liquidation of receivership assets. *See SEC v. Safety Finance Service, Inc.* 674 F.2d 369, 373 (5th Cir. 1982) (holding that the court overseeing the receivership is given “wide discretionary power” in light of “the concern for orderly administration”).

35. 28 U.S.C. § 2001 governs the procedure for conducting sales of real property. As it pertains to public (rather than private) sales, 28 U.S.C. § 2001(a) states:

(a) Any realty or interest therein sold under any order or decree of any court of the United States shall be sold as a whole or in separate parcels at public sale at the courthouse of the county, parish, or city in which the greater part of the property is located, or upon the premises or some parcel thereof located therein, as the court directs. Such sale shall be upon such terms and conditions as the court directs. Property in the possession of a receiver or receivers appointed by one or more district courts shall be sold at public sale in the district wherein any such receiver was first appointed, at the courthouse of the county, parish, or city situated therein in which the greater part of the property in such district is located, or on the premises or some parcel thereof located in such county, parish, or city, as such court directs, unless the court orders the sale of the property or one or more parcels thereof in one or more ancillary districts.

36. Delay in liquidation or approval of procedures for the sale of the Property will result in significant and unnecessary costs to the Receivership Estate. Continuing to hold and facilitate the straw-purchase between Wammel and Ancillary Defendant Garrett provides no use or value to the Receivership Estate, while the delay of sale of the Property forces the continued imposition of administrative and maintenance expenses by the Receiver. For example, the Receiver continues to incur costs and fees for management of payments to AMI on a monthly basis and communications between AMI and Ancillary Defendant Garrett regarding the same.

37. The Receiver asks the Court to move without delay in approving the Motion. If the Property is not liquidated, the Receiver will have to continue to service the Property. The proposed sale procedures are designed to minimize waste and to maximize value for the Receivership Estate.

C. In the alternative, the Receiver seeks discovery to clarify the Contract for Deed and its validity.

38. In the alternative, should the Court find that voiding the Contract for Deed is not proper, the Receiver seeks permission to conduct discovery with Ancillary Defendant Garrett in

order for the Receiver and for the Court to clarify the Contract for Deed and its validity.

III.
CONCLUSION

For the foregoing reasons, the Receiver respectfully requests that this Court grant the Motion, and grant such other and further relief to which she may show herself justly entitled.

Dated: January 24, 2019.

Respectfully submitted,

THOMPSON & KNIGHT LLP

By: /s/ Mackenzie S. Wallace

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COUNSEL TO RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that on January 24, 2019, I electronically filed the foregoing document with the Clerk for the United States District Court, Eastern District of Texas. The electronic case filing system (ECF) will send a Notice of Electronic Filing (NEF) to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. The foregoing document will also be sent to all counsel of record via the method identified below.

/s/ Mackenzie S. Wallace

Mackenzie S. Wallace

Via Electronic Mail:

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U.S. SECURITIES AND EXCHANGE COMMISSION
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801 Cherry Street, Unit #18
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PRO SE

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Thurman P. Bryant, Jr.

sonny_103@hotmail.com

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PRO SE

CERTIFICATE OF CONFERENCE

Mackenzie S. Wallace, counsel for the Receiver, and counsel for Plaintiff, conferred on January 23, 2019, in compliance with the meet and confer requirement in Local Rule CV-7(h). Counsel for Plaintiff is unopposed to the relief sought in this Motion.

Mackenzie S. Wallace, counsel for the Receiver, and counsel for Ancillary Defendant Garrett, conferred on November 14, 2018 and January 23 and 24, 2019, in compliance with the meet and confer requirement in Local Rule CV-7(h). Counsel for Ancillary Defendant Garrett is opposed to the relief sought in this Motion.

Mackenzie S. Wallace, counsel for the Receiver, and counsel for Certain Relief Defendants conferred on January 23, 2019, in compliance with the meet and confer requirement in Local Rule CV-7(h). Counsel for the Wammel Defendants and Carlos Goodspeed did not respond regarding whether they are opposed or unopposed to the relief sought in this Motion.

/s/ Mackenzie S. Wallace

Mackenzie S. Wallace

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

SECURITIES AND EXCHANGE	§
COMMISSION	§
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INC., ARTHUR F. WAMMEL,	§
WAMMEL GROUP, LLC, CARLOS	§
GOODSPEED a/k/a SEAN PHILLIPS	§
a/k/a GC d/b/a TOP AGENT	§
ENTERTAINMENT d/b/a/ MR. TOP	§
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	§
Defendants,	§
	§
and	§
	§
THURMAN P. BRYANT, JR.,	§
	§
Relief Defendant.	§

Case 04:17-CV-00336-ALM

**DECLARATION OF JENNIFER ECKLUND IN SUPPORT OF
MOTION TO LIQUIDATE PROPERTY AND
VOID OR CLARIFY CONTRACT FOR DEED**

I, Jennifer Ecklund, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a partner with the law firm of Thompson & Knight LLP (“**T&K**”) in Dallas, Texas. I am a member in good standing of the bar of the State of Texas, and am admitted to practice in the United States District Courts for all Districts of Texas. There are no disciplinary proceedings pending against me.

2. I am the Court-appointed Receiver (the “**Receiver**”) for Defendants Thurman P. Bryant, III (“**Bryant**”) and Bryant United Capital Funding, Inc. (“**BUCF**”) (Bryant and BUCF,

collectively, the “**Bryant Defendants**”) and Defendant Arthur F. Wammel (“**Wammel**”), Defendant Wammel Group, LLC (the “**Wammel Group**”), and Wammel Group Holdings Partnership (“**WGHP**”) (together Wammel, Wammel Group, and WGHP, the “**Wammel Defendants**”) receivership estates (together, the “**Receivership Estate**” or the “**Receivership**”) in this case.

3. I submit this Declaration in support of the *Motion to Liquidate Property and Void or Clarify Contract for Deed*.

4. Since my appointment, my team and I have worked diligently to investigate the Defendants’ business model, and to collect, marshal, take control over, and liquidate the Receivership Property pursuant to this Court’s directives.

5. Upon my appointment, I learned that the Wammel Group was listed on the title to the Property and thus my counsel traveled to the Property and served the Receivership Order on the occupant, Ancillary Defendant Garrett. Ancillary Defendant Garrett and his family live in the home on the Property.

6. After being served with the Receivership Order in July 2017, Ancillary Defendant Garrett communicated with the my counsel that (1) he sold the Property to the Wammel Group in 2013, (2) Wammel applied for a loan and financed the Property, (3) Wammel and Ancillary Defendant Garrett entered into a Contract for Deed, and (4) pursuant to the Contract for Deed, Ancillary Defendant Garrett has been paying monthly the amount due under the loan, to the Wammel Group and continued occupying the Property.

7. While my team worked to discover the facts surrounding the purchase and loans surrounding the Property, I permitted Ancillary Defendant Garrett to continue occupying the Property after my appointment on the condition that he continued to pay the amount due under the

loan agreement, including interest, taxes, and insurance.

8. My counsel interviewed Ancillary Defendant Garrett on October 5, 2017 during which Ancillary Defendant Garrett communicated the following:

- a. Ancillary Defendant Garrett has known Wammel since he was a child.
- b. Wammel was a client of Ancillary Defendant Garrett's RV/storage business.
- c. Wammel explained to Ancillary Defendant Garrett his business and encouraged Ancillary Defendant Garrett to invest with him. Ancillary Defendant Garrett was hesitant to do so for a few years.
- d. Ancillary Defendant Garrett purchased the Property with cash in January 2013.
- e. According to Ancillary Defendant Garrett, he could not get cash out of the Property because he had not owned it for 24 months and he was doing a multi-million loan expansion with the bank related to his business.
- f. Ancillary Defendant Garrett ultimately agreed to enter into an arrangement with Wammel wherein he would be able to pull equity from his home and use the money to invest with Wammel and also put money into his own business for purposes of expansion.

9. Attached in support of these statements as Exhibits A-1 through A-9 are true and correct copies of the following records, which have informed my opinions herein:

- A-1: February 14, 2012 E-mail from A. Wammel to T. Bryant (regarding loan for S. Garrett)
- A-2: November 29, 2012 E-mail from A. Wammel to T. Bryant (attaching the tax returns of S. Garrett)
- A-3: January 18, 2013 E-mail from Appraiser to Bryant Lending with Appraisal Report
- A-4: January 20, 2013 Residential Contract between Stephen Garrett and Arthur

Wammel

- A-5: February 13, 2013 Loan Application
- A-6: April 3, 2013 Loan Proposal and Acceptance
- A-7: May 3, 2013 Wammel Group General Partnership Agreement
- A-8: May 16, 2013 Contract for Deed
- A-9: Summary of Payments and Transfers made between Wammel Group, LLC and Stephen Garrett

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 24, 2019 at Dallas, Texas.



Jennifer Ecklund, Receiver

EXHIBIT A-1

From: Art Wammel <artwammel@gmail.com>
To: tbryant@bryantlending.com
Date: Tue, 14 Feb 2012 13:53:41 -0600
Subject: Contact

I have good friend looking for a hard money type loan. It's alittle more complicated then me just explaining it so I'm hoping you can give him a call and let him explain to you what he wants and let him know if it's something we can help him out. To much detail for me.

His name is Steve Garrett. His number is 281-808-8802

If you can give him a call he can explain it. I told him you were my partner and you would know if it's something we can assist with. He's a cool guy. Known him all my life. Just let him know I asked you to call him.

Appreciate it.

A

EXHIBIT A-2

From: Art Wammel <artwammel@gmail.com>
To: "T.P Bryant, CEO" <tbryant@bryantunited.com>
Date: Thu, 29 Nov 2012 12:15:44 -0600
Subject: Fwd: FW: 2011 Federal Income Tax Return
Attachments: 2011 Federal Income Tax Return.pdf (764.25 kB)

See below

----- Forwarded message -----
From: Stephen Garrett <sgarrett@southbelttrucking.com>
Date: Thu, Nov 29, 2012 at 12:10 PM
Subject: FW: 2011 Federal Income Tax Return
To: artwammel@gmail.com

-
-

From: ajones@southbelttrucking.com [mailto:ajones@southbelttrucking.com]
Sent: Wednesday, November 28, 2012 12:38 PM
To: sgarrett@southbelttrucking.com
Subject: 2011 Federal Income Tax Return

-
Attached.

-
Audrey Jones
Southbelt Trucking Inc
5923 Delany Rd.
Hitchcock, Tx 77563
Cell 832-741-9589
Office 409-978-2422
Fax -409-978-2424
ajones@southbelttrucking.com

LYNN BELL OSINA, C.P.A. PC
16856 ROYAL CREST DR.
HOUSTON, TX 77058
(281) 333-9296

October 29, 2012

STEPHEN SR and DENISE GARRETT

REDACTED
REDACTED

Dear Stephen and Denise,

Enclosed is your 2011 Federal Individual Income Tax Return. The original should be signed at the bottom of page two. Both spouses should sign. No tax is payable with the filing of this return. You will receive a refund of \$12,172.

Mail your Federal return on or before October 15, 2012 to:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
AUSTIN, TX 73301-0002

Mail all returns certified return receipt for proof of timely filing. Please be sure to call if you have any questions.

Sincerely,

Lynn Bell Osina CPA

2011

FEDERAL INCOME TAX SUMMARY

PAGE 1

STEPHEN SR AND DENISE GARRETT

REDACTED

REDACTED

2011

GENERAL INFORMATION

PAGE 1

STEPHEN SR AND DENISE GARRETT

REDACTED

FORMS NEEDED FOR THIS RETURN

FEDERAL: 1040, SCH C-EZ, SCH E P2, SCH EIC, SCH F, 4868, 8582, 8812, 8867, 8948

REDACTED

MAIL FORM 4868 TO:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
AUSTIN, TX 73301-0045

▼ Detach Here ▼

Form 4868 Department of the Treasury Internal Revenue Service (99)	Application for Automatic Extension of Time To File U.S. Individual Income Tax Return For calendar year 2011, or other tax year beginning , 2011, ending	1030
		FDIA4601L 08/25/11 2011
Part I Identification	Part II Individual Income Tax	

REDACTED

Form **1040** Department of the Treasury -- Internal Revenue Service (99) **2011** U.S. Individual Income Tax Return OMB No. 1545-0074 IRS Use Only -- Do not write or staple in this space.

REDACTED

REDACTED

SCHEDULE C-EZ
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Net Profit From Business
(Sole Proprietorship)

Partnerships, joint ventures, etc., generally must file Form 1065 or 1065-B.
Attach to Form 1040, 1040NR, or 1041. See instructions.

OMB No. 1545-0074

2011

Attachment
Sequence No. **09A**



REDACTED

SCHEDULE F
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Farming

▶ Attach to Form 1040, Form 1040NR, Form 1041, Form 1065, or Form 1065-B.
▶ See Instructions for Schedule F (Form 1040).

OMB No. 1545-0074

2011

Attachment
Sequence No. 14

REDACTED

SCHEDULE EIC
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (99)

Earned Income Credit
Qualifying Child Information

*Complete and attach to Form 1040A or 1040
only if you have a qualifying child.*

OMB No. 1545-0074

2011

Attachment
Sequence No. **43**

REDACTED

BAA For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule EIC (Form 1040A or 1040) 2011

Form **8812**

Additional Child Tax Credit

OMB No. 1545-0074

2011

Department of the Treasury
Internal Revenue Service (99)

Complete and attach to Form 1040, Form 1040A, or Form 1040NR.

Attachment
Sequence No. **47**

REDACTED

Form **8582**

Passive Activity Loss Limitations

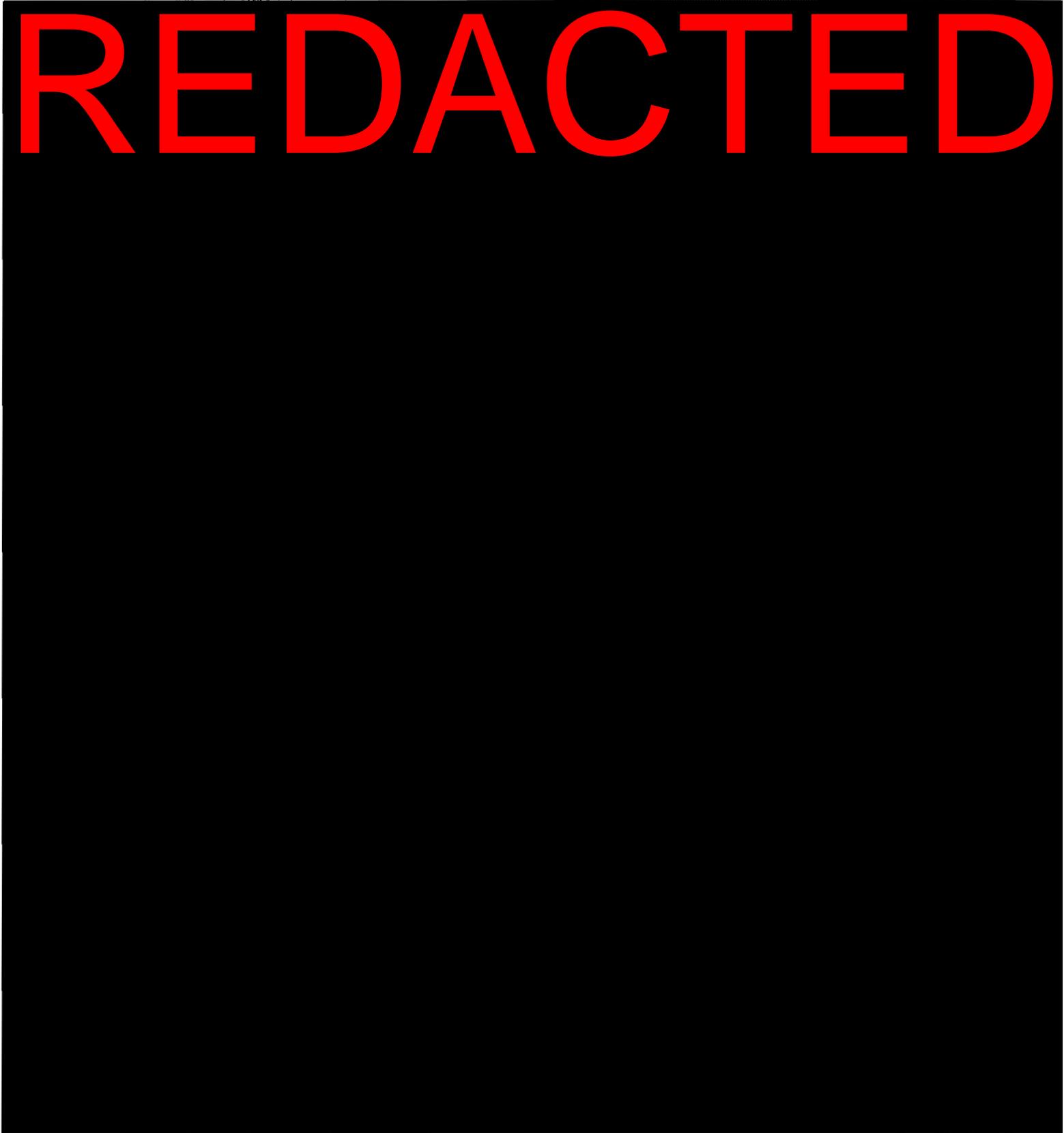
OMB No. 1545-1008

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

2011

Attachment
Sequence No. **88**



BAA For Paperwork Reduction Act Notice, see instructions.

Form 8582 (2011)

FDIZ1901L 12/12/11

BUCFN00276126

Form 8582 (2011) STEPHEN SR ANE DENISE GARRETT

REDACTED

Page 2

Caution: The worksheets must be filed with your tax return. Keep a copy for your records.

Worksheet 1 – For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

REDACTED

Form 8582 (2011) STEPHEN SR ANI DENISE GARRETT

REDACTED

Page 3

Worksheet 6 – Allowed Losses (See instructions.)



Form **8582**

ALTERNATIVE MINIMUM TAX
Passive Activity Loss Limitations

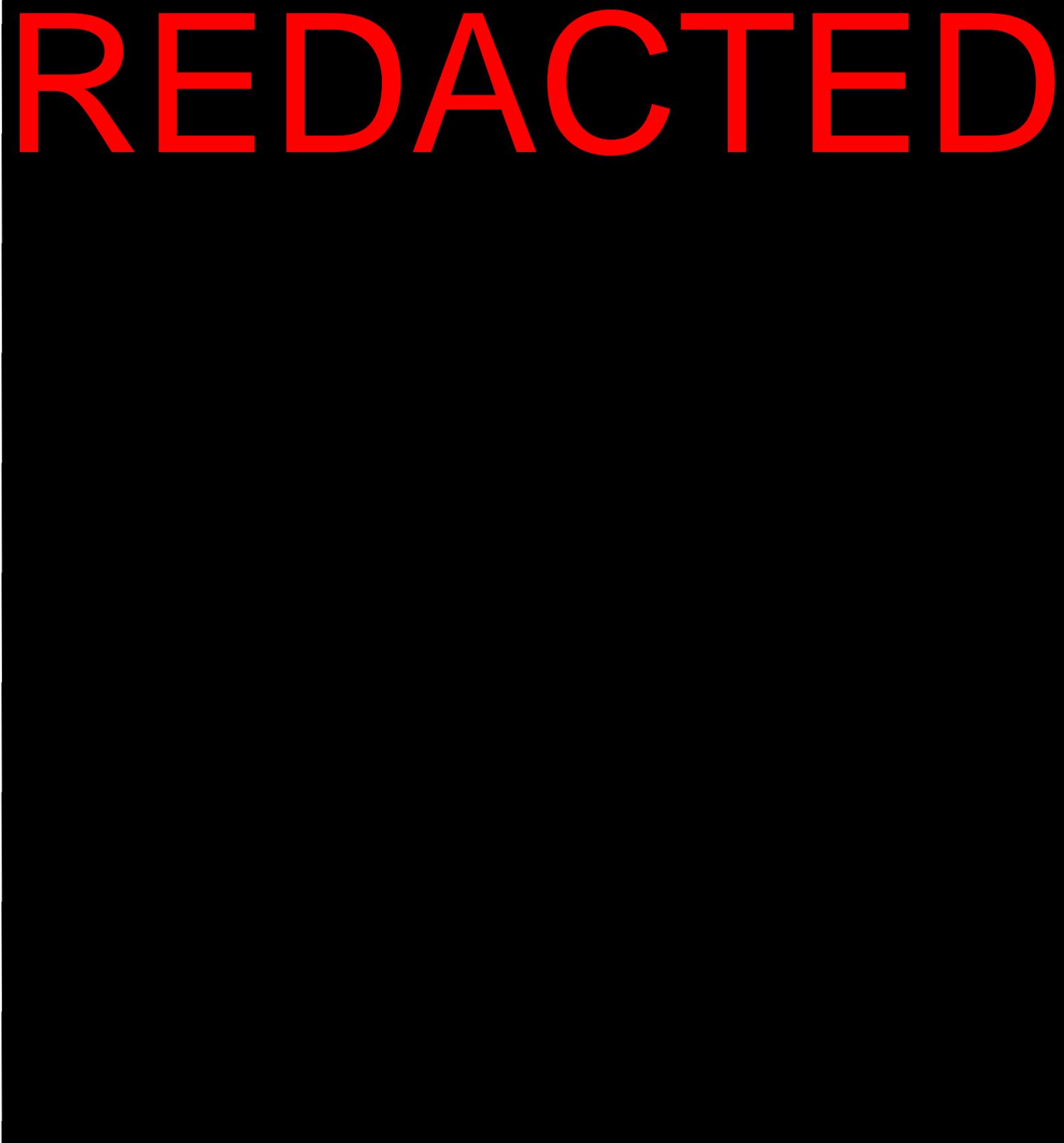
OMB No. 1545-1008

2011

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

Attachment
Sequence No. **88**



ALTERNATIVE MINIMUM TAX

Form 8582 (2011) STEPHEN SR ANI DENISE GARRETT

REDACTED

Page 2

REDACTED

ALTERNATIVE MINIMUM TAX

Form 8582 (2011) STEPHEN SR AND DENISE GARRETT

REDACTED

Page 3

Worksheet 6 -- Allowed Losses (See instructions.)

REDACTED

Form **8948**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Preparer Explanation for Not Filing Electronically

▶ Attach to taxpayer's Form 1040, 1040A, 1040EZ, or Form 1041

OMB No. 1545-2200

Attachment
Sequence No. **173**

REDACTED

Form **8867**

Department of the Treasury
Internal Revenue Service

Paid Preparer's Earned Income Credit Checklist

► For more information about Form 8867, see www.irs.gov/form8867
► To be completed by preparer and filed with Form 1040, 1040A, or 1040EZ.

OMB No. 1545-1629

2011

Attachment
Sequence No. 177

REDACTED

BAA For Paperwork Reduction Act Notice, see instructions.

Form 8867 (2011)

Form 8867 (2011)

STEPHEN S. AND DENISE GARRETT

REDACTED

Page 2

Part II	Taxpayers With a Child	Child 1	Child 2	Child 3
---------	------------------------	---------	---------	---------

REDACTED

Form 8867 (2011)

STEPHEN SR AND DENISE GARRETT

REDACTED

Page 3

Part III Taxpayers Without a Qualifying Child



2011

FEDERAL STATEMENTS

PAGE 1

STEPHEN SR AND DENISE GARRETT

REDACTED

REDACTED

2011

FEDERAL STATEMENTS

PAGE 2

STEPHEN SR AND DENISE GARRETT

REDACTED

REDACTED

2011

GENERAL ELECTIONS

PAGE 1

STEPHEN SR AND DENISE GARRETT

REDACTED

REDACTED

MAIL FORM 4868 TO:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
AUSTIN, TX 73301-0045

▼ Detach Here ▼

Form **4868**
Department of the Treasury
Internal Revenue Service

**Application for Automatic Extension of Time
to File U.S. Individual Income Tax Return**

1030
FDIA4601L 08/25/11

2011

(99) For calendar year 2011, or other tax year beginning , 2011, ending

REDACTED

EXHIBIT A-3

To: tbryant@bryantlending.com[tbryant@bryantlending.com]; lingalls@bryantlending.com[lingalls@bryantlending.com]; 'Joe Emerson' [joe@houston-mortgage.com]; sgarrett@southcentraltrucking.com[sgarrett@southcentraltrucking.com] PageID #: 5088
Case 4:17-cv-00336-AM Document 208-2 Filed 01/24/18 Page 31 of 77

From: Charles V. Quartaro
Sent: Fri 1/18/2013 6:13:36 AM (UTC)
Subject: Appraisal--8101 S Humble Camp Rd.
[8101 S Humble Camp Rd. Arthur Wammel.PDF](#)

Trey, Lindsey, Joe and Steve;

Attached is the appraisal report on 8101 S. Humble Camp Road, Texas City, Texas, Arthur Wammel, borrower.

Thanks,
Charles

Charles V. Quartaro
QUARTARO AND ASSOCIATES, INC.
5306 Feagan Street
Houston, Texas 77007
713-868-1552 - Office
713-868-2804 -Fax
713-824-3485- Cell
Charles@QuartaroAssociates.com -email

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Quartaro and Associates, Inc.

INVOICE

FROM:
 Charles V. Quartaro
 Quartaro and Associates, Inc.
 5306 Feagan Street
 WWW.QuartaroAssociates.com
 Houston, Tx 77007
Telephone Number: 713-868-1552 **Fax Number:** 713-868-2804

INVOICE NUMBER
0113-12238
DATE
January 14, 2013

TO:
 Joe Emerson
 Associated Mortgage Investors
 710 North Post Oak Rd.
 Suite 208
 Houston, TX 77024
Telephone Number: (713) 682-4400 **Fax Number:** (713) 682-8810
Alternate Number: **E-Mail:** gonzalo@houston-mortgage.co

REFERENCE
Internal Order#: 0113-12238
Lender Case#:
Client File#:
Main File# or form: 0113-12238
Other File# or form:
Federal Tax ID: 76-0389349
Employer ID:

DESCRIPTION

Lender: Associated Mortgage Investors **Client:** Associated Mortgage Investors
Purchaser/Borrower: Wammel
Property Address: 101 S Humble Camp Rd
City: Texas City **State:** TX **Zip:** 77591
County: Galveston
Legal Description: 0.391 Acres in the J. Sellers Survey, Abstract 180 Galveston County, Texas

FEES	AMOUNT
------	--------

Summary Appraisal Fee	2,000.00
SUBTOTAL	2,000.00

PAYMENTS	AMOUNT
----------	--------

Check: 34175 Date: 01/16/2013 Description: Cashier's Check	2,000.00
Check: Date: Description:	
Check: Date: Description:	
SUBTOTAL	2,000.00

TOTAL DUE	\$ 0
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Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 0113-12238

SUBJECT	Property Address	8101 S Humble Camp Rd	City	Texas City	State	TX	Zip Code	77591	
	Legal Description	0.391 Acres in the J. Sellers Survey, Abstract 180 Galveston County, Texas						County	Galveston
	Assessor's Parcel No.	0180-00-37-0000-000		Tax Year	2012	R.E. Taxes	\$ 12,960	Special Assessments	\$ 0
	Borrower	Arthur Wammel		Current Owner	Steve Garrett		Occupant	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	
	Property Rights	<input checked="" type="checkbox"/> Fe Simple	<input type="checkbox"/> Leasehold	Project Type	<input type="checkbox"/> PUD	<input type="checkbox"/> Condominium (HUD/VA only)	HOA	\$ 0.00 /Mo.	
	Neighborhood or Project Name	Sellers Survey		Map Reference	70V		Census Tract	7219.00	
	Sale Price	\$ 1,100,000		Date of Sale	Pending		Description of amount floor charges/concessions to be paid by seller	Unknown	
	Lender/Client	Associated Mortgage Investors		Address	310 North Post Oak Rd., Suite 208, Houston, TX 77024				
	Appraiser	Charles V. Quartaro		Address	5306 Feagan Street, Houston, TX 77007				

NEIGHBORHOOD	Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Predominant occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vac. (over 5%)	Single family housing PRICE (\$000) 375 AGE (yrs) Low New 8,500 High 43 Predominant	Present use % On family 95 2-4 family Multi-family Commercial Other 5	Land change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely <input type="checkbox"/> In process
	Built up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%				
	Growth rate	<input type="checkbox"/> Rapid	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Slow				
	Property values	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining				
	Demand/supply	<input type="checkbox"/> Shortage	<input type="checkbox"/> In balance	<input checked="" type="checkbox"/> Over supply				
	Market time	<input type="checkbox"/> Under 3 mos.	<input type="checkbox"/> 3-6 mos.	<input checked="" type="checkbox"/> Over 6 mos.				

Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: See attached addenda.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal, market, etc.):
 The subject is located in the City of Texas City approximately 40 miles southeast of downtown Houston and is accessible via IH 45 and approximately 20 miles north of the City of Galveston. Employment centers are located in the Texas City, LaMarque, Clear Lake and Galveston areas as well as downtown Houston. The area affords good access to hospitals, public colleges, neighborhood shopping, a regional mall, parks, churches, all types of consumer services and all levels of public education.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
 The Houston MLS reported approximately 15 sales of country homes on acreage in the following counties; Galveston, Brazoria, Fort Bend, Montgomery, Waller and Harris counties, in this expanded market area during the past 12 months with sales prices ranging from \$352,500 to \$4,400,000. There are 25 current active listings and 2 pending contracts in this market area with asking prices ranging from \$399,000 to \$8,500,000. Typical marketing time for this area is from 60 to 843 days. Conventional financing and cash sales are available in this market place.

PUD Project format for PUD (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No
 Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____
 Describe common elements and recreation facilities:

SITE	Dimensions	Subject to survey		Topography	Flat/Level		
	Site area	38.36 Acres+- per tax rolls		Size	Acreage, atypical for area		
	Corner Lot	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Shape	Rectangular		
	Spec zoning	classification and description None		Drainage	Appears Adequate		
	Zoning compliance	<input type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input checked="" type="checkbox"/> No zoning		View	Rural/Average		
	Highest best use as improved:	<input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (explain)		Landscaping	Native		
	Utilities	Public	Other	Off-site improvements	Type	Public	Private
	Electricity	<input checked="" type="checkbox"/>		Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Gas	<input type="checkbox"/>	Propane	Curb/gutter	None	<input type="checkbox"/>	<input type="checkbox"/>
	Water	<input type="checkbox"/>	Wells (2)	Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.):
 known adverse easements, encroachments, special assessments, slide areas, illegal or legal non-conforming zoning use noted. Standard public utility easements assumed.

DESCRIPTION OF IMPROVEMENTS	GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
	No. of Units	1	Foundation	Slab	Slab	Yes	Area Sq.Ft.	0	Roof	<input type="checkbox"/>
	No. of Stories	1	Exterior Walls	Brick/Wd Sdn	Craw Space	No	% Finished	0	Ceiling	<input type="checkbox"/>
	Type (Det./Att.)	Detached	Roof Surface	Metal	Basement	No	Ceiling		Walls	<input type="checkbox"/>
	Design (Style)	Traditional	Gutter & Dwnspnts	Galv/Paint	Sump Pump	No	Walls		Floor	<input type="checkbox"/>
	Existing/Proposed	Existing	Window Type	S/H Alum	Dampness	None Noted	Floor		None	<input type="checkbox"/>
	Age (Yrs.)	30 Yrs+-	Storm/Screens	No/Yes	Settlement	None Noted	Outside Entry		Unknown	<input checked="" type="checkbox"/>
	Effective Age (Yrs.)	12 Yrs+-	Manufactured Use	No	Infestation	None Noted				

ROOMS	Foyer	Living	Dining	Kitchen	Den	Famil Rm.	Rec Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq.Ft.
Basement Level	1	1	1	1			1	6	5.5	1	Study	5,505

Finished area above grade contains: 11 Rooms; 6 Bedroom(s); 5.5 Bath(s); 5,505 Square Feet of Gross Living Area

COMMENTS	INTERIOR	Materials/Condition	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE:	
	Floors	Cpt/Wood/Travertine	Type	FWA	Refrigerator	<input type="checkbox"/>	None <input type="checkbox"/>	
	Walls	Drywall/Panel	Fuel	Elec	Range/Over	<input checked="" type="checkbox"/>	Stairs	<input type="checkbox"/>
	Trim/Finish	Wood/Paint/Stain	Condition	Avg	Disposal	<input checked="" type="checkbox"/>	Drop Stair	<input checked="" type="checkbox"/>
	Bath Floor	Ceramic Tile	COOLING		Dishwasher	<input checked="" type="checkbox"/>	Scuttle	<input type="checkbox"/>
	Bath Wainscot	Ceramic Tile	Central	Zone 5	Fan/Hood	<input checked="" type="checkbox"/>	Floor	<input type="checkbox"/>
	Doors	Raised Wood Panel	Other		Microwave	<input checked="" type="checkbox"/>	Heated	<input type="checkbox"/>
	Average		Condition	Avg	Washer/Dryer	<input type="checkbox"/>	Finished	<input type="checkbox"/>

Additional features (special energy efficient items, etc.): See attached addenda.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling, physical deterioration, etc.:
 external inadequacies noted. Functional depreciation was noted due to the pool/spa/waterfall, cover over pool area estimated to be 6%.
 Physical depreciation attributable to normal wear and tear is estimated to be 20.00%. The subject was in average condition on the date of this report.
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in immediate vicinity of the subject property are attached addenda.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 0113-12238

Valuation Section

COST APPROACH	ESTIMATE SITE VALUE	= \$	276,740	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): remaining economic life = 48 Yrs. Replacement costs were obtained from the Marshall and Swift Residential Cost handbook. Site value was derived from the 2012 Galveston County Appraisal District records due to the lack of recent reliable land sales in this market place.	
	ESTIMATE REPRODUCTION COST-NEW IMPROVEMENTS:				
	Dwelling	5,505 Sq.Ft. @ \$ 70.00	= \$		385,350
		12,000 Sq.Ft. @ \$ 25.00	=		300,000
	Pool/Spa/Waterfall/Cover, Generator		=		85,000
	Garage/Carport	800 Sq.Ft. @ \$ 12.00	=		21,600
	Total Estimated Cost New		= \$		791,950
	Less Physical Depreciation	158,390			
	Less Functional Depreciation		47,517		= \$ 205,907
	Less External Depreciation				
Depreciated Value of Improvements		= \$	586,043		
"As-is" Value of Site Improvements		= \$	50,000		
INDICATED VALUE BY COST APPROACH		= \$	912,783		

ITEM	SUBJECT	COMPARABLE 1		COMPARABLE 2		COMPARABLE 3	
		DESCRIPTION	ADJUST.	DESCRIPTION	ADJUST.	DESCRIPTION	ADJUST.
Address	8101 S Humble Camp Rd Texas City	10210 Stidham Rd Conroe		21311 Fitz Lane Magnolia		505 FM 1486 Rd Montgomery	
Proximity to Subject		62.89 miles NW		65.72 miles NW		80.72 miles NW	
Sales Price	\$ 1,100,000	\$ 1,100,000		\$ 860,000		\$ 750,000	
Price/Gross Living Area	\$ 199.82 /sq ft	\$ 212.23 /sq ft		\$ 208.99 /sq ft		\$ 151.98 /sq ft	
Date and/or Verification Source	Inspection Owner/Tax	MLS/Realtor/Tax Records MLS # 50371724 Realtor		MLS/Realtor/Tax Records MLS # 25982844 Realtor		MLS/Realtor/Tax Records MLS # 56967639 Realtor	
VALUATION ADJUSTMENTS	DESCRIPTION	DESCRIPTION	ADJUST.	DESCRIPTION	ADJUST.	DESCRIPTION	ADJUST.
Seller Financing Concessions		Conv. S-0 LA: \$880000		Conv. S-0 LA: \$688000		Conv. S-0 LA: \$450000	
Date of Sale/Time		03/12 05/12		12/11 02/12		05/12 07/12	
Location	Average	Above Average	-150,000	Above Average	-150,000	Above Average	-100,000
Leasehold/Type of Site	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
View	38.36 Acres+-	44.203 Acres+-	-43,823	29.0 Acres+-	+70,200	35.0 Acres+-	+25,200
Design and Appeal	Rural/Average	Rural/Average		Rural/Average		Rural/Average	
Quality of Construction	Traditional	Traditional		Traditional		Traditional	
Age	Average	Average		Average		Average	
Condition	30 Yrs+-	16 Yrs+-	-7,000	19 Yrs+-	-5,500	22 Yrs+-	-4,000
Above Grade Room Count	Average	Above Average	-35,000	Average		Average	
Gross Living Area	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
	11 6 5.5	9 4 2.5	+3,000	9 4 3.5	+2,000	10 5 3.5	+2,000
Basement/Rooms Below Grade	5,505 Sq.Ft.	5,183 Sq.Ft.	+32,200	4,115 Sq.Ft.	+139,000	4,935 Sq.Ft.	+57,000
Functionality	Barn/Stall Green House	Barn/Stall Guest House		Garage Apt 3.5 Ac Lake		Barn Guest House	
Heating/Cooling	Average	Average		Average		Average	
Energy Efficient Items	FWA/Central	FWA/Central		FWA/Central		FWA/Central	
Garage/Carport	Insulation/C.Fans	Insulation/C.Fans		Insulation/C.Fans		Insulation/C.Fans	
Porch, Patio, Deck, Fireplace, etc.	6-Carport/Att	3-Car/Det 2-Cpt	+1,500	3-Car/Att	+4,500	2-Car/Att	+6,000
Fence, Pool, etc.	Patio/Deck 3-WBFP	Patio/Deck 2-WBFP	+1,500	Patio/Deck 1-WBFP	+3,000	1-WBFP	+3,000
	Pool/Spa/Wtfall	Pool/Spa/Wtfall		0	+15,000	Pool/Spa	
						Summer Kitchen	-5,000
Net Adj. (total)			\$ -197,623		\$ 78,200		\$ -15,800
Adjusted Sales Price of Comparable		Ne 18.1% Gros 24.1%	\$ 902,377	Ne 9.1% Gros 45.1%	\$ 938,200	Ne 2.1% Gros 27.1%	\$ 734,200

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood) addenda.

ITEM	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3
Date and Source of prior sales within year of appraisal	05/15/2012 \$850,000 MLS# 5371201	No prior sales within past 12 mo. Current	No prior sales within past 12 mo. Current	No prior sales within past 12 mo. Current
Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of appraisal	There is a contract pending on the subject property in the amount of \$1,100,000. The subject property is currently offered for sale by owner with an asking price of \$1,200,000.			
INDICATED VALUE BY SALES COMPARISON APPROACH				\$ 902,000
INDICATED VALUE BY INCOME APPROACH (Applicable)	Estimated Market Rent	N/A	/Mo. x Gross Rent Multiplier	0 = \$

This appraisal is made "asis" subject to the repairs, alterations, inspections or conditions listed in the subject to completion per plans & specifications. Conditions of Appraisal: See attached addenda.

Final Reconciliation: While the cost approach strongly supports the final estimate of value, most weight is given to the market data approach since it best reflects the actions of buyers and sellers in the market place. Income approach was not applicable due to lack of reliable data.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA 1070 (004B) (Revised 1/10/00).

ESTIMATE THE MARKET VALUE OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT AS OF January 16, 2013 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) \$ 902,000

APPRaiser: Signature Charles V. Quartaro SUPERVISOR (APPRAISER ONLY IF REQUIRED): Signature _____ Did Did Not Inspect Property

Name: Charles V. Quartaro Name: _____

Date Reported Signed: January 17, 2013 Date Reported Signed: _____

State Certification: TX-1323978-G State: TX State Certification: _____ State: _____

Or State License #: _____ Or State License #: _____

Supplemental Addendum

FileNo0113-12238

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lender	Associated Mortgage Investors			

URAR : Neighborhood - Boundaries

Due to the size of the house, land and other improvements, neighborhood boundaries were expanded to include all of Galveston, Brazoria, Fort Bend, Montgomery, Waller and Harris Counties. This area is larger than typically used in appraisal reports but due to the type of property the subject is considered to be a country estate and warrants the expanded area, there were no other current sales of country estates found for use in this report.

URAR : Improvements - Additional Features

Island kitchen with granite countertops, granite countertops in the baths, ceramic tile floors in the kitchen, laundry, baths, wood floors throughout the house, gameroom, study with built-ins, 3-fireplaces, steel pipe fencing around the property, 12,000 SqFt+ clear span barn with a 10 horse stalls, loft feeding system, horse arena, 50kw diesel generator, 1,000 gallon diesel tank, greenhouse with storage, pool/spa with a retractable roof system and misting system. Other features include recent appliances, cross pipe fencing, and ceiling fans.

URAR : Adverse Environmental Conditions

The appraiser did not observe, or was made aware of any hazardous or detrimental environmental conditions on or in the area of the subject, that might adversely affect the marketability and value of the subject. (See attached environmental addendum and certification and limiting condition # 6 on Fannie Mae form 1004B).

URAR : SCOPE OF WORK:

This appraisal has been made in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (12 C.F.R.), revised January 1, 2012, this is a Summary Appraisal. The scope of work has been limited by neither the nature of the appraisal problem nor the request of the client. This appraisal involves the use of all applicable approaches to value, and concludes in an estimate of market value based on an unconditioned definition. It has been our intention to prepare this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute.

The scope of our analysis consisted of collecting data, analyzing and then applying the data in the three approaches to value and is written to conform to the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP) for a summary appraisal report. As such, it may not contain a complete discussion of the data, reasoning, and analyses used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The following is the source of information for each section of the report.

The neighborhood analysis was based on an inspection of the subject neighborhood, Texas City, Galveston County Maps, comparable sales and current listings within the subject neighborhood. In preparing this appraisal, I visited the subject property, measured the house and barn and drove the immediate area. A survey was not available for use in preparing this report. This report is subject to a current survey. Any differences in land size, easements, etc. shown on a new survey may affect the outcome of this report and we reserve the right to amend our report accordingly. I gathered information concerning sales of vacant sites, and sales of comparable improved properties. My search for sales utilized the client, Galveston, Brazoria, Fort Bend, Montgomery, Waller and Harris County Appraisal District records and Houston Multiple Listing Data Services. My search for data concentrated on the expanded market area, but because of the lack of similar sales, was expanded to the expanded market area. I commenced my searches for data beginning January 1, 2012.

This appraisal is not a property condition report, and should not be relied upon to disclose any conditions present in the property. It does not guarantee that the property is free of defects. We are not licensed inspectors, and we did not make an "inspection" of the property as defined by TREC Rule 535.227-535.231 for real estate inspectors. We visited the property and developed impressions of physical characteristics based on our observations of apparent, not unapparent conditions. Nor are we qualified to detect or identify hazardous substances, which may, or may not, be present on, in, or near the subject property. The presence of hazardous materials may negatively affect market value. We have no reason to suspect the presence of hazardous substance and we valued the subject assuming that none are present. No responsibility is assumed for any such conditions or for any expertise or engineering required to detect or discover them. We urge the user of this report to obtain the services of specialists for the purpose of conducting inspections, engineering studies, or environmental audits.

Texas is a non-disclosure state. It is important that the intended users of this appraisal understand that in Texas, there is no legal requirement for grantors or grantees to disclose any information relative to a transfer of real property, other than the recordation of the deed itself. In Texas, the deed contains no information about the transaction, including the purchase price. As a result, no data source provides absolute coverage of all transactions. It is possible that there are sales of which we are unaware. Our data sources provide all the data typically available to appraisers in the ordinary course of business.

We did not perform a title search or survey of the subject property. Engineering studies, ADA determinations, surveys, title reports, and environmental audits are beyond the scope of work, as we are not qualified to detect or identify structural or mechanical deficiencies present in the improvements, nor hazardous substances that may, or may not, be present on, in, or near the subject property.

Highest and best use was determined using the following four considerations:

- (1) legally permissible uses;
- (2) physically possible uses;
- (3) economically feasible uses; and
- (4) most profitable uses.

Supplemental Addendum

File No 0113-12238

Borrower/Cli	Arthur Wammel			
Property Address	101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX Zip Code 77591
Lender	Associated Mortgage Investors			

This report is a Summary Appraisal. The conclusion of this analysis was the result of several factors affecting the value of residential real estate. Pursuant to the appraisal request, the appraiser performed a physical inspection of the subject property. Data was then compiled concerning sales in the subject area. Sources used for data compilation include public and private sources such as tax records, Houston Multiple Listing Service, Appraisal Institute Market Data Center, Realtors, Lenders and governmental authorities. During the course of the analysis, the appraiser considered sales and listings of currently available properties. Although several sales were considered, it was necessary to narrow the selection to those sales felt most comparable to the subject. These final sales were then adjusted for various differences, and reconciled to estimate the most probable sales price of the subject.

The read/user of this report is informed that the appraiser is not a home or environmental inspector. The appraiser provides an opinion of value. The appraisal does not guarantee that the property is free of defects or environmental problems. The appraiser performs an inspection of visible and accessible areas only. Therefore it is possible that some items may be present in areas the appraiser does not have access to therefor cannot see. It is recommended that a professional home inspection or environmental inspection be made on the property by any person or entities who have an interest in the property that is the subject of this valuation analysis to ascertain if there are any potential adverse factors affecting the property.

Since real estate is constantly changing, a consideration of pending activity, available listings, and general economic trends in the area, is appropriate. It is felt that competing listings indicated the upper range of value for current market conditions.

During the course of investigation, the appraiser may have consulted with professionals in the real estate brokerage business, as well as professionals in other industries to collect data both general and specific in nature.

COMMENTS ON MARKET DATA:

In the Sales Comparison Analysis section of this report, the form calls for the "Data and Verification Sources" Opposite this line under each sale the appraiser has listed this information. The primary source in the market area are the appropriate county Tax Office, and/or the Houston Association of Realtors MLS. In some cases the data is available from both, and in some cases only one source is available. In any event the sources that are listed are what the appraiser found as a confirmation and ALL that is available. These are the ONLY sources that are readily available to obtain information about sales in the area. The "recording sequence" (book and page) numbers are not readily available, therefore are not used in the Houston Market area. The previously mentioned sources are deemed reliable and commonly used by the appraisal community in this area.

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser."

URAR : Sales Comparison Analysis - Summary of Sales Comparison Approach

The comparable sales are located in the subject's immediate market area, are recently settled transactions and considered to be good indicators of value. Comp # 1 is located in Conroe, Texas on 44+- acres with a spring fed lake and features a rock & wood home with a hand carved 6 1/2" thick 10' entry door from Mexico, hand painted ceiling murals, stone, rock & wood floors, copper claw foot tub from London, indoor sauna, indoor 8-man spa, wood ceilings, commercial stainless appliances, island kitchen with granite countertops, walk-in beach pool, waterfall, diving rock, outdoor kitchen, 7-stall barn, 2-guest houses and ceiling fans. Comp # 1 was on the market 458 days before contract. Comp # 2 is located in Magnolia, Texas on a 29+- acres with a 3.5 acre lake and features island kitchen, gameroom up, garage apartment, carpet and wood floors, 2-staircases, island kitchen with granite countertops, well and septic system and ceiling fans. Comp # 2 was on the market 204 days before contract. Comp # 3 is located in Montgomery, Texas on a 35+- acres with a private lake, fully fenced and gross fenced (pipe), granite countertops in the kitchen, carpet and ceramic tile floors, gameroom up, guest house, barn with separate feeding building, 3-wells, septic system, controlled access gate, enclosed pool/spa, summer kitchen and ceiling fans. Comp # 3 was on the market 436 days before contract. Differences in gross living area were adjusted at \$100.00 per square foot.

URAR : Conditions of Appraisal

The appraisal is prepared in compliance with the Uniform Standards of Professional Practice (revised January 1, 2012). It is a summary appraisal report. This appraisal report is for use in a mortgage finance transaction only. This report is not intended for any other use.

UNIFORM RESIDENTIAL APPRAISAL REPORT MARKET DATA ANALYSIS

These recent sales of properties are most similar and proximate to subject and have been considered in the market analysis. The description includes market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject. If a significant item in the comparable property is less favorable than the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

	ITEM	SUBJECT	COMPARABLE 4	COMPARABLE 5	COMPARABLE 6
	Address	8101 S Humble Camp Rd Texas City	5311 Starboard Dr Dickinson	8101 S Humble Camp Rd Texas City	
	Proximity to Subject		2.38 miles NW	Less than 0.01 miles	
	Sales Price	\$ 1,100,000	\$ 625,000	\$ 850,000	\$
	Price/Grossing Area	\$ 199.82/sq ft	\$ 171.66/sq ft	\$ 154.41/sq ft	\$/sq ft
	Data and/or Verification Sources	Inspection Owner/Tax	MLS/Realtor/Tax Records MLS # 90243813 Realtor	MLS/Realtor/Tax Records MLS # 5371201 Realtor	
	VALUATION ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
	Sales or Financing Concessions			Cash Sale	
	Date of Sale/Time		Current Listing -62,500	03/12 05/12	
	Location	Average	Average	Average	
	Leasehold/Financing	Fee Simple	Fee Simple	Fee Simple	
	Site	38.36 Acres+-	30 Acres+- +62,700	38.36 Acres+-	
	View	Rural/Average	Rural/Average	Rural/Average	
	Design and Appeal	Traditional	Traditional	Traditional	
	Quality of Construction	Average	Average	Average	
	Age	30 Yrs+-	14 Yrs+- -8,000	30 Yrs+-	
	Condition	Average	Average	Average	
	Above Grade Room Count	Total Bdrms Baths 11 6 5.5	Total Bdrms Baths 9 4 5 +500	Total Bdrms Baths 11 6 5.5	Total Bdrms Baths
	Gross Living Area	5,505 Sq.Ft.	3,641 Sq.Ft. +186,400	5,505 Sq.Ft. 0	Sq.Ft.
	Basement/Finished Rooms Below Grade	Barn/Stall Green House	0 Pond +25,000	Barn/Stall Green House	
	Functionality	Average	Average	Average	
	Heating/Cooling	FWA/Central	FWA/Central	FWA/Central	
	Energy Efficient Items	Insulation/C.Fans	Insulation/C.Fans	Insulation/C.Fans	
	Garage/Carport	6-Carport/Att	2-Car/Att +6,000	6-Carport/Att	
	Porch, Patio, Deck, Fireplace(etc.)	Patio/Deck 3-WBFP	Patio/Deck 1-WBFP +3,000	Patio/Deck 3-WBFP	
	Fence, Pool, etc.	Pool/Spa/Wtfall	0 +15,000	Pool/Spa/Wtfall	
	Net Adj.(total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 228,100	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$
	Adjusted Sales Price of Comparable		Ne 36.1% Gros 59.7% \$ 853,100	Ne % Gros % \$ 850,000	Ne % Gros % \$
	Date Price and Data Source for prior sales within year of appraisal	05/15/2012 \$850,000 MLS# 5371201	No prior sales within past 12 mo. Current	05/15/2012 \$850,000 MLS # 5371201	
COMMENTS	Comments: Comp # 4 is a current listing in Dickinson, Texas, is the closest in proximity to the subject and features include a mini-ranch on 30+- acres with trees and stocked pond, house has both formats, great room with fireplace, high ceilings, art niches, crown molding, ceramic tile floors, large unfinished room above garage with electrical and plumbing, well and septic systems and ceiling fans. Comp # 4 has been on the market 1,417 days.				
	Comp # 5 is the subject property which last sold 05/15/2012. Comp # 5 was on the market 679 days before contract.				

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale of a specified date and the passing of title from seller to buyer under conditions whereby (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payments are made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar-for-dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concession based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: Appraiser's certification that appears in the appraisal reports subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraisal was made on a survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable and has assumed that there are no such conditions and makes no guarantees, warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specifies the appraisal report can be distributed. The appraisal report (including conclusions about the property value, the appraiser's identity and professional designations and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successor and assigns, the mortgage insurer, consultants, professional appraisal organizations, any state or federally approved financial institution or any department, agency, or instrumentality of the United States or any state or the District of Columbia, except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest in the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment is not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development, reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exterior of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 8101 S Humble Camp Rd, Texas City, TX 77591

APPRAISER:
 Signature: *Charles V. Quartaro*
 Name: Charles V. Quartaro
 Title: _____
 State Certification # TX-1323978-G
 or State License #: _____
 State: TX Expiration Date of Certification or License: 10/30/2014
 Date Signed: January 17, 2013

SUPERVISORY or CO-APPRAISER (if applicable):
 Signature: _____
 Name: _____
 Title: _____
 State Certification # _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
 Did Did Not Inspect Property

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM

0113-12238

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX Zip Code 77591
Lend	Associated Mortgage Investors			

This Multi-Purpose Supplemental Addendum for Federal Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), the Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC) and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those sections and statements which have been marked by the appraiser apply to the property being appraised.

PURPOSE, INTENDED USE & INTENDED USER(S) OF APPRAISAL

- The purpose of the appraisal is to estimate the market value as defined herein, or
- Intended use of the appraisal report is to estimate opinion of market value for use in a mortgage loan process
- Intended user(s) of the appraisal report (by name) is/are Associated Mortgage Investors
- This is a federally related transaction.

EXTENT OF APPRAISAL PROCESS

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property, neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data and Source section of the appraisal report. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included or used as a basis for the value conclusion.
- The Reproduction/Replacement Cost is based on Marshall and Swift Replacement cost handbook, supplemented by the appraiser's knowledge of the local market.
- Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. Knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be applicable. For this reason, the Income Approach was not used.
- The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject property. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior analysis of prices and market rates for residential properties.
- For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future income and expenses.
-

FEMA FLOOD HAZARD DATA Flood maps attached

- Subject property is not located in a FEMA Special Flood Hazard Area.
- Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEM/Map/Panel	Map Date	Name of Community
B	4855140025C	05/02/1983	Texas City

- The community does not participate in the National Flood Insurance Program.
- The community does participate in the National Flood Insurance Program.
- It is covered by a regular program.
- It is covered by an emergency program.

Analysis/Comments:

CURRENT SALES CONTRACT

- The subject property is currently not under contract
- The contract and/or escrow instructions were not available. The availability of the contract is explained later in the addenda section.
- The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller	Owner of Record
				Steve Garrett

- The contract indicated that personal property was included in the value estimate.
- The contract indicated that personal property was not included in the value estimate.
- Personal property was included in the final value estimate.
- The contract indicated no financing concessions or other incentives.
- The contract indicated the following concessions or incentives: _____
- If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, that the final value conclusion is in compliance with the Market Value defined herein.

Analysis/Comments:

MARKET OVERVIEW ~~Includ~~ ~~an explanation of current market conditions and trends.~~

- 12-24 months is considered a reasonable exposure time for the subject property at a ~~value~~ range of \$ 200,000 to \$ 1,100,000
Analysis/Comments Based on sales analysis of recent sales listed on the Houston Multiple Listing Service data base.

- 12-24 months is estimated to be the marketing time for the subject property.
Analysis/Comments Based on sales analysis of recent sales listed on the Houston Multiple Listing Service data base.

- Marketing factors: This estimate is based on homes in average condition ready for occupancy and/or homes needing repairs priced accordingly.

SUBJECT PROPERTY OFFERING INFORMATION

According to Houston Multiple Listing Service/and or the owner the subject property:

- has not been offered for sale in the past: 30 days 1 year 3 years.
- is currently offered for sale for \$ 200,000
- was offered for sale within the past: 30 days 1 year 3 years for \$ _____.
- Offering information was considered the final reconciliation of value.
- Offering information was not considered final reconciliation of value.
- Offering information was not available. Reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

Analysis/Comments: _____

SALE/TRANSFER HISTORY & ANALYSIS OF SUBJECT PROPERTY

According to the following data source Galveston County Appraisal District records, the subject property:

- Has not transferred in the past one year. in the past three years. in the past five years.
- Has transferred in the past one year. in the past three years. in the past five years.
- All prior sales or transfers occurring in the past 3 year prior to the Effective Date of Appraisal are listed below.

Date of Sale/Transfer	Price of Sale/Transfer	Seller	Buyer	Data Source(s)	Effective Date of Data Sources
05/15/2012	\$850,000			MLS# 5371201	

Subject Sale/Transfer History Analysis/Comments The Galveston County Appraisal District records were researched for transfer history on the subject property (3-years) and comparable sales (1-year) and the information shown below.

SALE/TRANSFER HISTORY & ANALYSIS OF COMPARABLE SALES

According to the following data source Galveston County Appraisal District records, all prior sales or transfers occurring in the past 1 year prior to the most recent date of sale or transfer are listed below.

PRIO SALE/TRANSFER	COMPARABLE	COMPARABLE	COMPARABLE
Date of Sale or Transfer			
Price of Sale or Transfer			
Seller			
Buyer			
Data Source(s)			
Effective Date of Data Source(s)			
PRIO SALE/TRANSFER	COMPARABLE	COMPARABLE	COMPARABLE
Date of Sale or Transfer			
Price of Sale or Transfer			
Seller			
Buyer			
Data Source(s)			
Effective Date of Data Source(s)			

Comparable Sale/Transfer History Analysis/Comments The Galveston County Appraisal District records were researched for transfer history on the subject property (3-years) and comparable sales (1-year) and the information shown below.

ADDITIONAL CERTIFICATIONS

The Appraiser certifies and agrees that:
 (1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Star Practice[®] USPAP
 (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of estimate, the attainment of a stipulated result, or the occurrence of a
 (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation,

ENVIRONMENTAL LIMITING CONDITIONS

The appraiser's opinion of value is based on the assumption that the property is not negatively affected by the existence of haz environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazai environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any inform significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless ot possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the exist detrimental environmental conditions on or around the property that would nega

HIGHEST & BEST USE ANALYSIS

Analysis/Comments The current use is the highest and best use of the subject property.

 As Vacant: The current use is the highest and best use of the subject property.

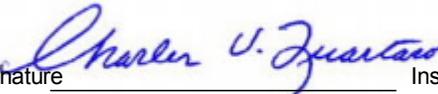
 As Improved: The current use is the highest and best use of the subject property.

EFFECTIVE DATE OF APPRAISAL (if not current see comments).

This appraisal report reflects the following value Current Retrospective Prospective
 Effective Date of the Appraisal: January 16, 2013
 Comments on the Effective Date

ADDITIONAL COMMENTS

APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION


 Appraiser Signature _____ Inspected Date January 16, 2013 Signed Date January 17, 2013
 Appraiser Name Charles V. Quartaro Phone # (713) 868-1552
 State TX Licensor Certification # TX-1323978-G Exp 11/30/2014 Tax ID # 6-0389349
 Appraiser is certified under the following CE program(s): Continuing education state requirements thru 11/30/2014

CO-SIGNING APPRAISER'S CERTIFICATION

The co-signing appraiser personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
 The co-signing appraiser has not personally inspected the subject property and:
 has not inspected the exterior of the subject property and all comparable sales listed in the report.
 has inspected the exterior of the subject property and all comparable sales listed in the report.
 The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
 The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Co-Signing Appraiser Signature _____ Inspected Date _____ Signed Date _____
 Co-Signing Appraiser Name _____ Phone # _____
 State _____ Licensor Certification # _____ Exp. _____ Tax ID # _____
 Co-Signing Appraiser is certified under the following CE program(s): _____

**ENVIRONMENTAL ADDENDUM
APPARENT HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS**

Borrower/Cli	Arthur Wammel				
Address	8101 S Humble Camp Rd				
City	Texas City	County	Galveston	State	TX Zipcode 77591
Lend	Associated Mortgage Investors				

***Apparent defined as which is visible, obvious, evident, or manifest to the appraiser.**

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquiries about the subject property and its surrounding area. It also states what was made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. **The appraiser is not an environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

DRINKING WATER

- Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with safe water.
- Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that the water does not contain an unacceptable lead level is to have it tested at all discharge points.
- ~~The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe lead-free drinking water.~~

Comments _____

SANITARY WASTE DISPOSAL

- Sanitary Waste is removed from the property by a municipal sewer system.
- Sanitary Waste is disposed of by a septic system or other sanitary waste disposal system. The only way to determine if the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.
- ~~The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate, properly permitted alternate treatment system in good condition.~~

Comments _____

SOIL CONTAMINANTS

- There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that retesting by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on the property that would negatively affect its safety and value.
- ~~The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.~~

Comments _____

ASBESTOS

- All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that there is no friable and non-friable Asbestos is to have it inspected and tested by a qualified asbestos inspector.
- The improvements were constructed after 1979. No friable Asbestos was observed (except as reported in Comments below).
- ~~The value estimated in this appraisal is based on the assumption that there is no uncontainable Asbestos or other hazardous Asbestos material on the property.~~

Comments _____

PCBs (POLYCHLORINATED BIPHENYLS)

- There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).
- There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
- ~~The value estimated in this appraisal is based on the assumption that there are no uncontainable PCBs on or nearby the property.~~

Comments _____

RADON

- The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).
- The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.
- The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium, or phosphate processing.
- ~~The value estimated in this appraisal is based on the assumption that the Radon levels are below EPA recommended levels.~~

Comments _____

USTs(UNDERGROUNDSTORAGE TANKS)

- There is no apparent or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property likely have had USTs.
- There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent property as reported in Comments below).
- There are no apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they are deactivated in accordance with sound industry practices.
- The value estimated in this appraisal is based on the assumption that any functional USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly trained, filled and sealed.

Comments _____

NEARBYHAZARDOUSWASTESITES

- There are no apparent hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.
- The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites nearby the subject property that negatively affect the value or safety of the property.

Comments _____

UREAFORMALDEHYDE(UFFI)INSULATION

- All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.
- The improvements were constructed after 1982. No UREA formaldehyde materials were observed (except as reported in Comments below).
- The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation on the UREA formaldehyde material on the property.

Comments _____

LEADPAINT

- All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no apparent evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.
- The improvements were constructed after 1980. No Lead Paint was observed (except as reported in Comments below).
- The value estimated in this appraisal is based on the assumption that there is no flaking or peeling lead paint on the property.

Comments _____

AIRPOLLUTION

- There are no apparent signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the property is free of Air Pollution is to have it tested.
- The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.

Comments _____

WETLANDS/FLOODPLAINS

- The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/Flood Plains is to have it inspected by a qualified environmental professional.
- The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).

Comments _____

MISCELLANEOUSENVIRONMENTALHAZARDS

- There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as follows:
 - Excessive Noise _____
 - Radiation + Electromagnetic Radiation _____
 - Light Pollution _____
 - Waste Heat _____
 - Acid Mine Drainage _____
 - Agricultural Pollution _____
 - Geological Hazards _____
 - Nearby Hazardous Property _____
 - Infectious Medical Wastes _____
 - Pesticides _____
 - Others (Chemical Storage + Storage Drums, Pipelines, etc.) _____

- The value estimated in this appraisal is based on the assumption that there are no Miscellaneous Environmental Hazards (except those reported above) that would negatively affect the value of the property.

When any of the environmental assumptions made in this addendum are not corrected, the estimated value in this appraisal may not be valid.

Subject Photo Page

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lend	Associated Mortgage Investors			



Subject Front

8101 S Humble Camp Rd
 Sales Price 1,100,000
 Gross Living Area 5,505
 Total Room 11
 Total Bedroc 6
 Total Bathroc 5.5
 Locatic Average
 View Rural/Average
 Site 38.36 Acres+- per t
 Quali Average
 Age 30 Yrs+-



Subject Rear



Subject Street

Comparable Photo Page

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lender	Associated Mortgage Investors			



Comparable 1

10210 Stidham Rd
 Prox. to Sub 62.89 miles NW
 Sales Price 1,100,000
 Gross Living Area 5,183
 Total Room 9
 Total Bedroc 4
 Total Bathroc 2.5
 Locatic Above Average
 View Rural/Average
 Site 44.203 Acres+-
 Quali Average
 Age 16 Yrs+-



Comparable 2

21311 Fitz Lane
 Prox. to Sub 65.72 miles NW
 Sales Price 860,000
 Gross Living Area 4,115
 Total Room 9
 Total Bedroc 4
 Total Bathroc 3.5
 Locatic Above Average
 View Rural/Average
 Site 29.0 Acres+-
 Quali Average
 Age 19 Yrs+-



Comparable 3

505 FM 1486 Rd
 Prox. to Sub 80.72 miles NW
 Sales Price 750,000
 Gross Living Area 4,935
 Total Room 10
 Total Bedroc 5
 Total Bathroc 3.5
 Locatic Above Average
 View Rural/Average
 Site 35.0 Acres+-
 Quali Average
 Age 22 Yrs+-

Comparable Photo Page

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lender	Associated Mortgage Investors			



Comparable 4

5311 Starboard Dr
 Prox. to Subj 2.38 miles NW
 Sales Price 625,000
 Gross Living Area 3,641
 Total Room 9
 Total Bedroc 4
 Total Bathroc 5
 Locatic Average
 View Rural/Average
 Site 30 Acres+-
 Quali Average
 Age 14 Yrs+-



Comparable 5

8101 S Humble Camp Rd
 Prox. to Subj Less than 0.01 miles
 Sales Price 850,000
 Gross Living Area 5,505
 Total Room 11
 Total Bedroc 6
 Total Bathroc 5.5
 Locatic Average
 View Rural/Average
 Site 38.36 Acres+-
 Quali Average
 Age 30 Yrs+-

Comparable 6

Prox. to Subj
 Sales Price
 Gross Living Area
 Total Room
 Total Bedroc
 Total Bathroc
 Locatic
 View
 Site
 Quali
 Age

Photograph Addendum

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX Zip Code 77591
Lend	Associated Mortgage Investors			



View of pool/spa



View of retractable roof over pool/patio



Interior view of the living room

Photograph Addendum

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX Zip Code 77591
Lend	Associated Mortgage Investors			



Interior view of the dining room



Interior view of the study



Interior view of the kitchen

Photograph Addendum

Borrower/Cli	Arthur Wammel						
Property Address	8101 S Humble Camp Rd						
City	Texas City	County	Galveston	State	TX	Zip Code	77591
Lend	Associated Mortgage Investors						



Interior view of the breakfast room



View of the metal barn



Interior view of the horse stalls in the metal barn

Photograph Addendum

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lend	Associated Mortgage Investors			



Interior view of the metal barn

METES AND BOUNDS DESCRIPTION

Borrower/Cli	Arthur Wammel			
Property Address	101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lend	Associated Mortgage Investors			

EXHIBIT "A"

016-84-1943

FIELD NOTES

A 27.652 acre tract of land (called 27.670 acres) out of Share "A" in the John Sellers League, Abstract #180, in Galveston County, Texas, as said Share "A" is set out in District Court #15277, styled William A. Benton, et al vs. S. G. Etheridge, et al, as recorded in the Office of the District Court of Galveston County, Texas, and being more fully described by metes and bounds as follows:

COMMENCING at the Southeast corner of said Share "A" said point being the Northeast corner of Share "G" as set out in the above described District Court Suit # 15277, and as the South line of said John Sellers League is also established in Cause #40192 styled Austin, et al vs. Knight, et al, in said District Court Suit #15277, and as the South line of said John Sellers League is also established in Cause #40191 styled Austin, et al vs. Knight, et al, in said District Clerk's Office;

THENCE North 00 deg. 53 min. 20 sec. West, a distance of 855.97 feet to a nail set in a fence corner post for corner and PLACE OF BEGINNING;

THENCE continuing North 00 deg. 53 min. 20 sec. West, a distance of 2120.00 feet to a 5/8 inch iron rod found for corner in the South right-of-way line of Humble Camp Road (60' wide);

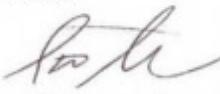
THENCE South 60 deg. 59 min. 30 sec. West, along said South right-of-way a distance of 1166.46 feet to a 1 inch iron pipe found for corner;

THENCE South 17 deg. 13 min. 00 sec. East, a distance of 1143.06 feet to a 1 inch iron pipe found for corner;

THENCE North 60 deg. 30 min. 30 sec. East, a distance of 730.39 feet (called 726.88 feet) to a point for corner;

THENCE South 00 deg. 53 min. 20 sec. West, a distance of 955.54 feet to a 1/2 inch iron rod set for corner;

THENCE North 78 deg. 31 min. 26 sec. East, a distance of 120.05 feet (called North 78 deg. 58 min. 16 sec. East, 119.64') to the PLACE OF BEGINNING and containing 27.652 acres of land more or less.



STEVEN H. STAFFORD
R.P.L.S. 4901
4/17/02



Note: Legal description provided does not close mathematically.

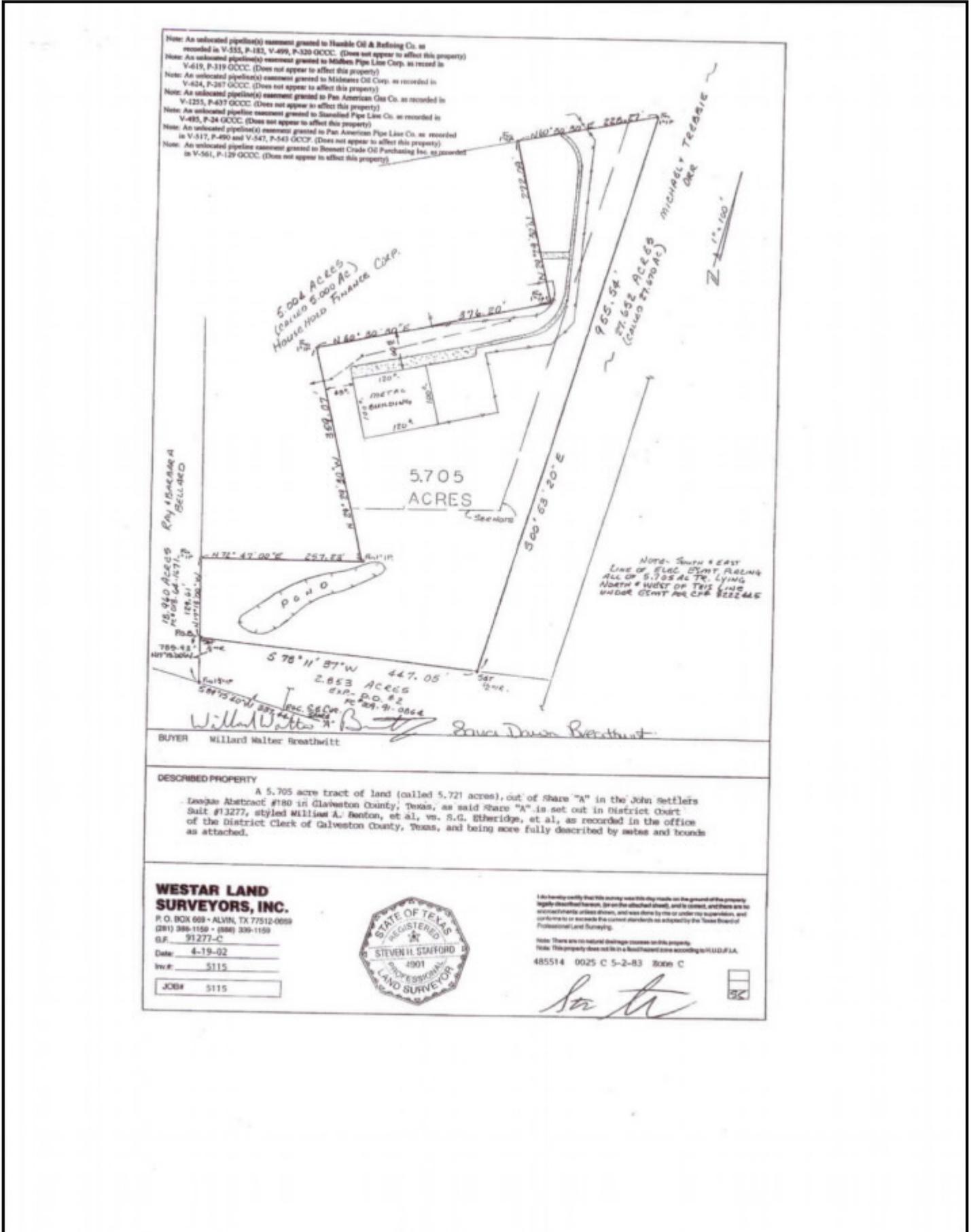
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY



2002 APR 25 11:36 AM 2002023366
YOUNG P \$13.00
Patricia Ritchie, COUNTY CLERK
GALVESTON, TEXAS

SURVEY

Borrower/Cli	Arthur Wammel			
Property Address	101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lend	Associated Mortgage Investors			



BUYER Willard Walter Breathitt

DESCRIBED PROPERTY
 A 5.705 acre tract of land (called 5.721 acres), out of Share "A" in the John Settlers Teague Abstract #180 in Galveston County, Texas, as said Share "A" is set out in District Court Suit #13277, styled William A. Benton, et al, vs. S.G. Etheridge, et al, as recorded in the office of the District Clerk of Galveston County, Texas, and being more fully described by notes and bounds as attached.

WESTAR LAND SURVEYORS, INC.
 P. O. BOX 609 • ALVIN, TX 77512-0099
 (281) 386-1159 • (888) 339-1159
 O.F. 91277-C
 Date: 4-19-02
 Inv.#: 5115
 JOB# 5115



I do hereby certify that this survey was taken by me on the ground of the property legally described herein, (or on the attached sheet), and to correct, and there are no uncorrected errors shown, and was done by me or under my supervision, and conforms to or exceeds the current standards as set forth by the Texas Board of Professional Land Surveying.

Note: There are no natural obstructions on this property.
 Note: This property does not lie in a flood hazard zone according to HUD/FIA.

485514 0025 C 5-2-83 Book C

Signature

METES AND BOUNDS DESCRIPTION

Borrower/Cli	Arthur Wammel			
Property Address	101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lend	Associated Mortgage Investors			

EXHIBIT "A"

016-84-1940

FIELD NOTES

A 5.705 acre tract of land (called 5.721 acres) out of Share "A" in the John Settlers League Abstract # 180 in Galveston County, Texas, as said Share "A" is set out in District Court Suit #13277, styled William A. Benton, et al, vs. S.G. Etheridge, et al, as recorded in the office of the District Clerk of Galveston County, Texas, and being more fully described by metes and bounds as follows:

COMMENCING at the Southeast corner of said Share "A" said point also being the Northeast corner of Share "G" is set out in the above described District Court Suit #15277, and as the South line of said John Sellers League is also established in Cause #40192 styled Austin, et al, vs. Knight, et al, in said District Clerk's Office;

THENCE South 89 deg. 15 min. 48 sec. West, along the South line of said Share "A", same being the North line of Share "G", a distance of 337.44 feet to a found 1 ¼ inch iron pipe for corner;

THENCE North 17 deg. 13 min. 00 sec. West, a distance of 915.54 feet (called 910.45 feet) to a 1 inch iron pipe found for corner and the PLACE OF BEGINNING;

THENCE continuing North 17 deg. 13 min. 00 sec. West, a distance of 589.96 feet to a 1 inch iron pipe found for corner;

THENCE North 60 deg. 30 min. 30 sec. East, a distance of 502.12 feet to a 1 inch iron pipe found for corner;

THENCE South 29 deg. 29 min. 30 sec. East, a distance of 272.09 feet to a 1 inch iron pipe found for corner;

THENCE South 60 deg. 30 min. 30 sec. West, a distance of 376.20 feet to a 1 inch iron pipe found for corner;

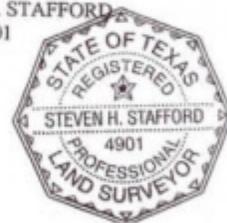
THENCE South 29 deg. 29 min. 30 sec. East, a distance of 359.07 feet (called 360.47') to a 1 inch iron pipe found for corner;

THENCE South 72 deg. 47 min. 00 sec. West, a distance of 257.23 feet to the PLACE OF BEGINNING and containing 5.004 acres of land, more or less.

Steven H. Stafford

STEVEN H. STAFFORD
R.P.L.S. 4901
4/17/02

Note: Legal description provided does not close mathematically.



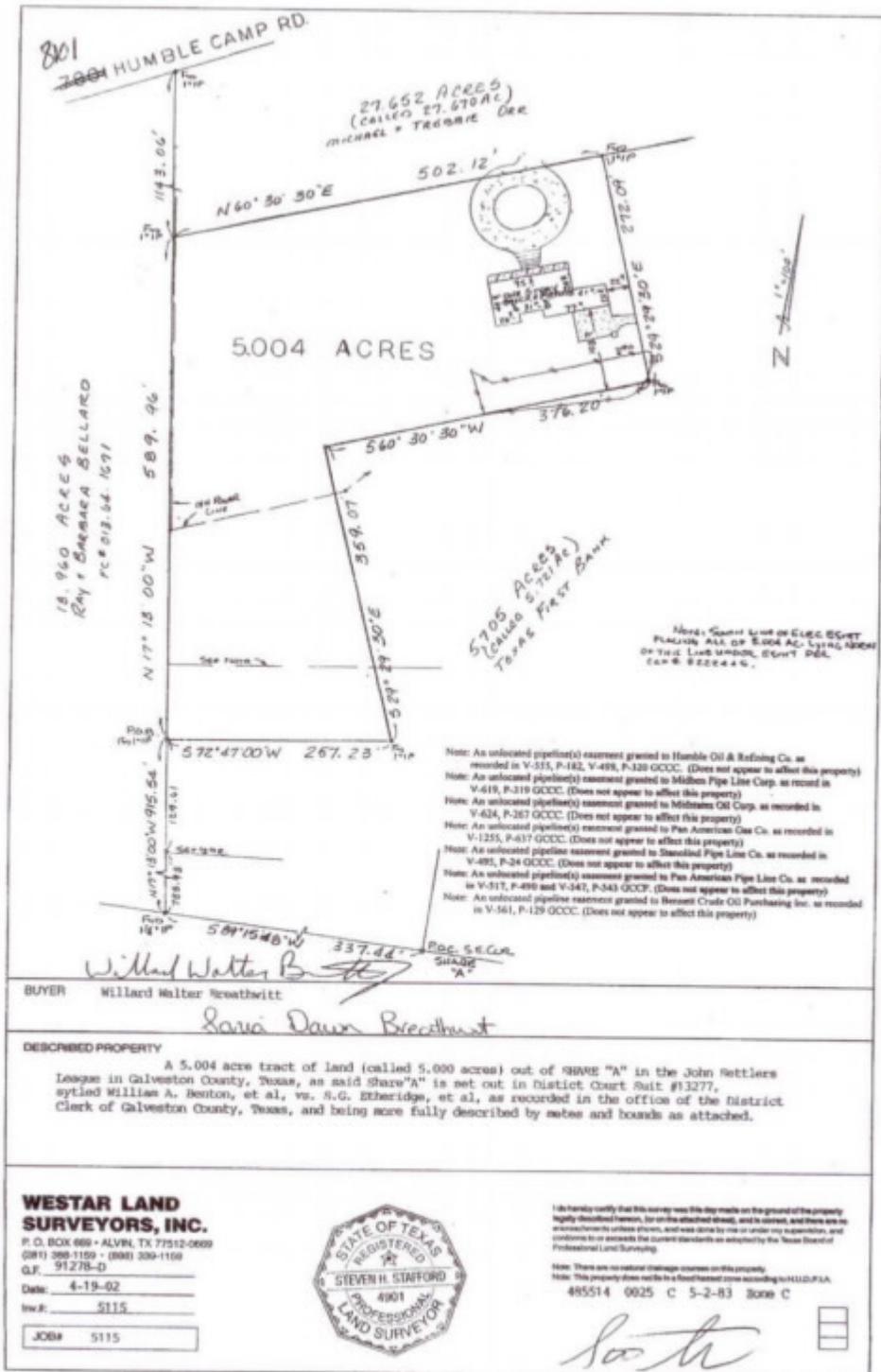
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

2002 APR 25 11:36 AM 2002023365
YOUNG_P \$13.00
Patricia Ritchie, COUNTY CLERK
GALVESTON, TEXAS

SURVEY

Borrower/Cli	Arthur Wammel			
Property Address	101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX Zip Code 77591
Lend	Associated Mortgage Investors			



METES AND BOUNDS DESCRIPTION

Borrower/Cli	Arthur Wammel			
Property Address	101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lend	Associated Mortgage Investors			

EXHIBIT "A"

016-84-1937

FIELD NOTES

A 5.004 acre tract of land (called 5.000 acres) out of Share "A" in the John Settlers League Abstract # 180 in Galveston County, Texas, as said Share "A" is set out in District Court Suit #13277, styled William A. Benton, et al, vs. S.G. Etheridge, et al, as recorded in the office of the District Clerk of Galveston County, Texas, and being more fully described by metes and bounds as follows:

COMMENCING at the Southeast corner of said Share "A" said point also being the Northeast corner of Share "G" is set out in the above described District Court Suit #15277, and as the South line of said John Sellers League is also established in Cause #40192 styled Austin, et al, vs. Knight, et al, in said District Clerk's Office;

THENCE South 89 deg. 15 min. 48 sec. West, along the South line of said Share "A", same being the North line of Share "G", a distance of 337.44 feet to a found 1 1/4 inch iron pipe for corner;

THENCE North 17 deg. 13 min. 00 sec. West, a distance of 915.54 feet (called 910.45 feet) to a 1 inch iron pipe found for corner and the PLACE OF BEGINNING;

THENCE continuing North 17 deg. 13 min. 00 sec. West, a distance of 589.96 feet to a 1 inch iron pipe found for corner;

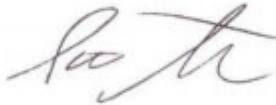
THENCE North 60 deg. 30 min. 30 sec. East, a distance of 502.12 feet to a 1 inch iron pipe found for corner;

THENCE South 29 deg. 29 min. 30 sec. East, a distance of 272.09 feet to a 1 inch iron pipe found for corner;

THENCE South 60 deg. 30 min. 30 sec. West, a distance of 376.20 feet to a 1 inch iron pipe found for corner;

THENCE South 29 deg. 29 min. 30 sec. East, a distance of 359.07 feet (called 360.47') to a 1 inch iron pipe found for corner;

THENCE South 72 deg. 47 min. 00 sec. West, a distance of 257.23 feet to the PLACE OF BEGINNING and containing 5.004 acres of land, more or less.



STEVEN H. STAFFORD
R.P.L.S. 4901
4/17/02



Note: Legal description provided does not close mathematically.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY



2002 APR 25 11:36 AM 2002023364
YOUNG P \$13.00
Patricia Ritchie COUNTY CLERK
GALVESTON, TEXAS

APPRAISAL LICENSE AND CERTIFICATIONS

Borrower/Cli	Arthur Wammel			
Property Address	101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lend	Associated Mortgage Investors			

You may wish to laminate the pocket identification card to preserve it.

CHARLES VINCENT QUARTARO
5306 FEAGAN ST
HOUSTON, TX 77007

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, Tx 78711-2188
www.talcb.texas.gov
(512) 936-3001
Fax:(512) 936-3899

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number#: TX 1323978 G
Issued: 09/21/2012 Expires: 11/30/2014
Appraiser: CHARLES VINCENT QUARTARO

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Douglas E. Oldmixon
Commissioner

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

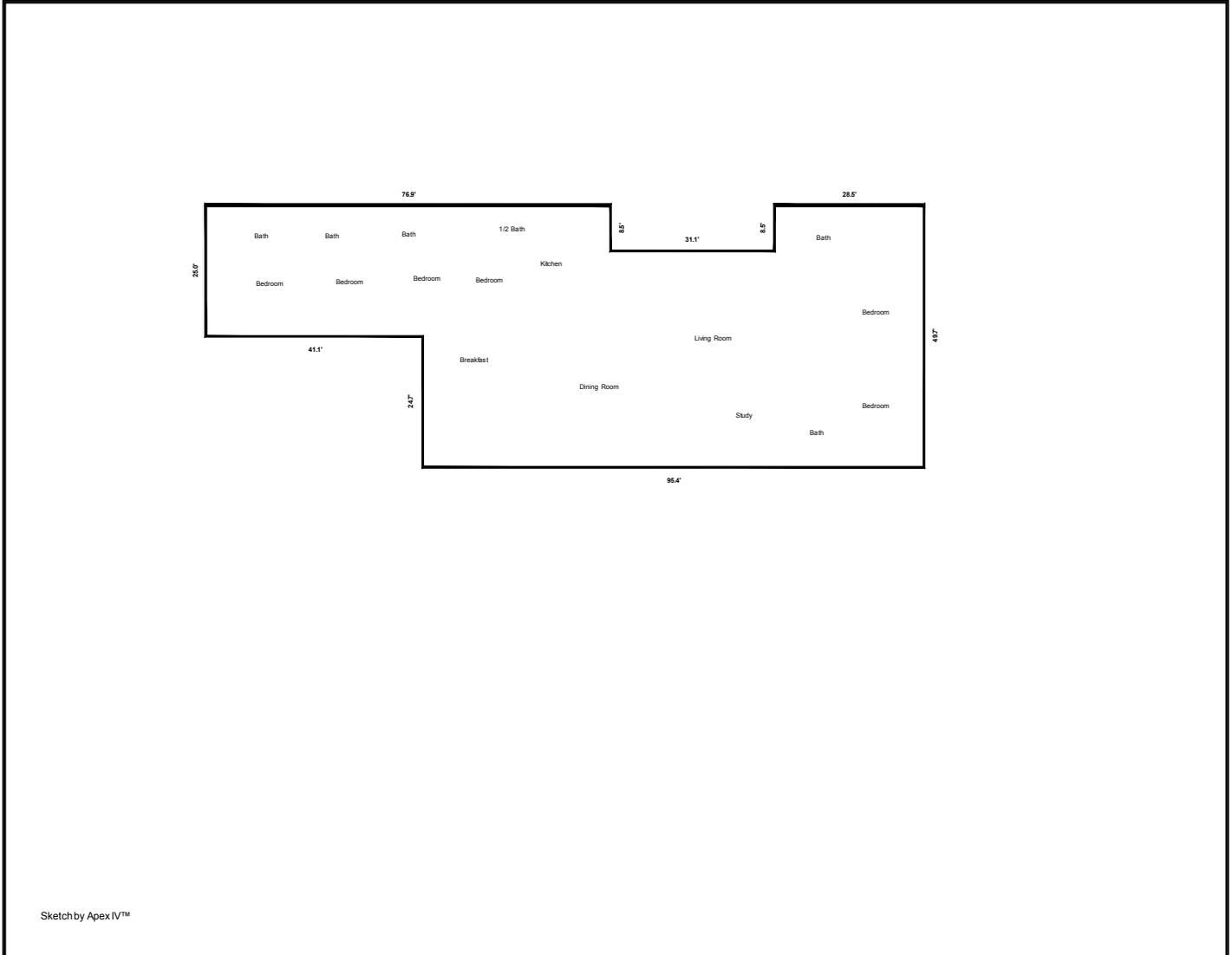
Number: TX 1323978 G
Issued: 09/21/2012 Expires: 11/30/2014
Appraiser: CHARLES VINCENT QUARTARO

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Douglas E. Oldmixon
Commissioner

Building Sketch

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lend	Associated Mortgage Investors			



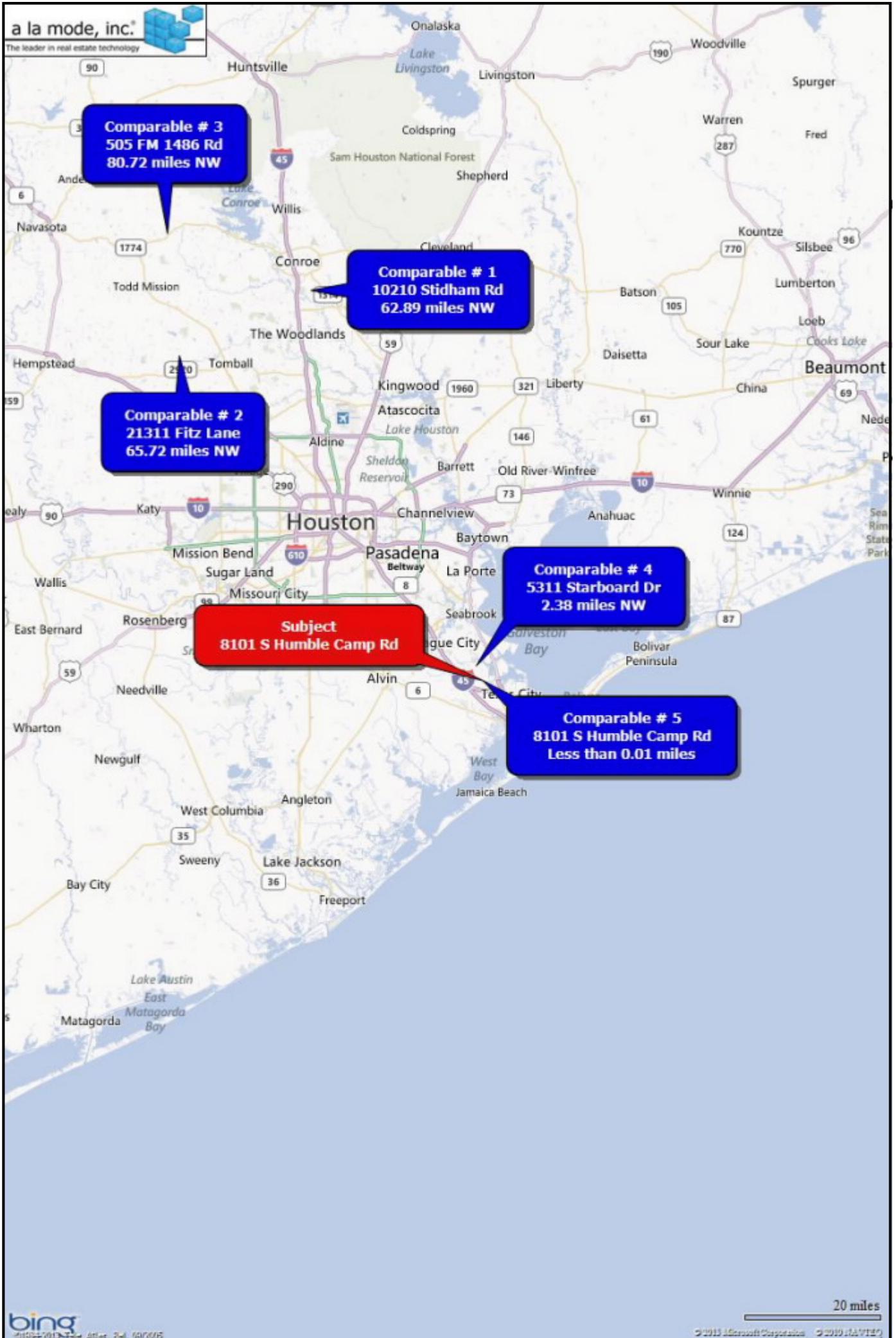
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	5504.5	5504.5
Net LIVABLE Area		(Rounded)	5505

LIVING AREA BREAKDOWN			
Breakdown		Subtotals	
First Floor			
28.5	x	49.7	1416.5
41.2	x	66.9	2756.3
16.5	x	41.1	678.1
8.5	x	76.9	653.6
4 Items		(Rounded)	5505

Location Map

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX ZipCode 77591
Lend	Associated Mortgage Investors			



Flood Map

Borrower/Cli	Arthur Wammel			
Property Address	8101 S Humble Camp Rd			
City	Texas City	County	Galveston	State TX Zip Code 77591
Lend	Associated Mortgage Investors			

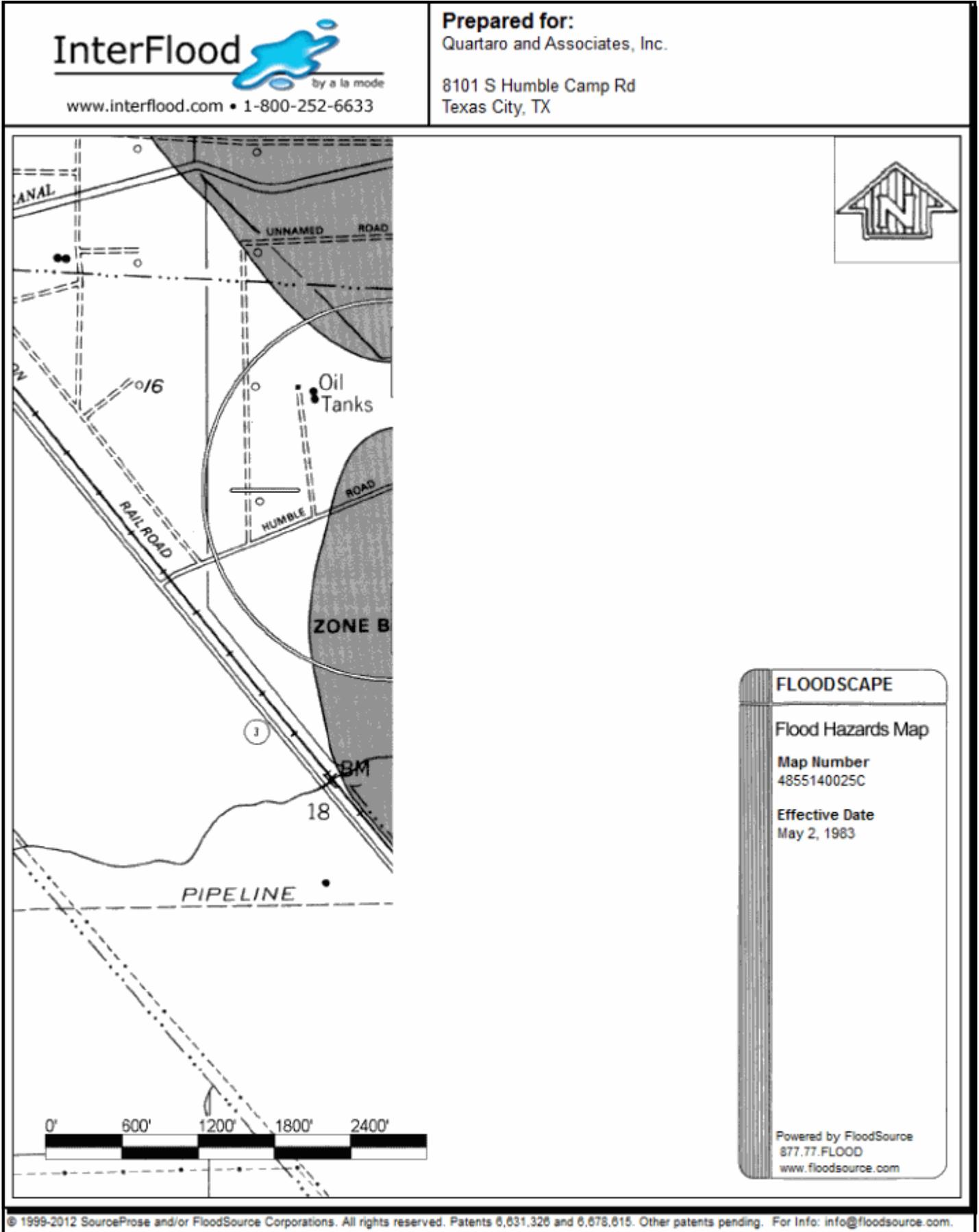


EXHIBIT A-4



12-05 -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 Stephen Michael Garrett (Seller) and Arthur Wammel (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 _____ Block _____, 38.391 Acres in the J Addition, City of TEXAS CITY, County of Galveston, Texas, known as 8101 Humble Camp Rd (address/zip code), or as described on attached exhibit.

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, kitchen 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: Any and All Farm And Wood Equipment including Shop & Storage. 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..... \$ 90,200.00
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium)..... \$ 811,800.-
C. Sales Price (Sum of A and B)..... \$ 902,000.-

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 of \$ 811,800.- (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)

[x] (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 not involve FHA or VA financing.

[] B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

[] C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ 180,400.-, 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 [initials] and Seller [initials]

TREC NO. 20-11

Contract Concerning 8101 Humble Camp Rd, Texas City Page 2 of 9 12-05 -2011
 (Address of Property)

5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$ 1000. as earnest money with Frontier Title, as escrow agent, at Galleria Houston / Kellie Goyen - Closer (address). Buyer shall deposit additional earnest money of \$ 0 with escrow agent within N/A 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.

6. 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 Frontier Title (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".

B. 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. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

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)

- (1) Within 10 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 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: N/A

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party

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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) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property 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 all dedicatory instruments governing the establishment, maintenance, or 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 instruments 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 enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

- (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 or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (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

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to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding 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.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

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 immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
 (Check one box only)

- (1) Buyer has received the Notice.
- (2) Buyer has not received the Notice. Within 10 days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest 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: _____

N/A
 (Do not insert 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 exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic

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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.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the ~~cost~~ of the residential service contract in an amount not exceeding \$ ~~5000~~ 1000. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before March 1st, 2013, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans 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 the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

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12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ 4,000 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

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17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at: _____

To Seller at: _____

3 MARINEAS Lane
KELLAH, TX 77565

8101 Humble Camp Rd.
Texas City, TX 77591

Telephone: (713) 828-1997

Telephone: (281) 808-8802

Facsimile: ()

Facsimile: ()

E-mail: **REDACTED**

E-mail: **REDACTED**

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22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|---|--|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval | <input type="checkbox"/> Addendum for "Back-Up" Contract |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Other (list): _____ | |

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 0 (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: _____	Seller's Attorney is: _____
Telephone: () _____	Telephone: () _____
Facsimile: () _____	Facsimile: () _____
E-mail: _____	E-mail: _____

**EXECUTED the _____ day of _____, 20____ (EFFECTIVE DATE).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

_____ Buyer	_____ Seller
_____ Buyer	_____ Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 20-11. This form replaces TREC NO. 20-10.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM FOR CREDIT APPROVAL

TO CONTRACT CONCERNING THE PROPERTY AT

4x NW
8101 Humble Camp Rd, Texas City
 (Street Address and City)

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 15 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:

A. CONVENTIONAL FINANCING:

(1) A first mortgage loan in the principal amount of \$ 631,400.- (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed 12 % per annum for the first 30 year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed 3 % of the loan.

(2) A second mortgage loan in the principal amount of \$ 180,400.- (excluding any financed PMI premium), due in full in 10 year(s), with interest not to exceed 7 % per annum for the first 30 year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed 1 % 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 Affairs, 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

Initialed for identification by Buyer pw _____ and Seller SH _____

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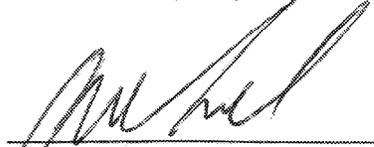
amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that the price and the condition of the Property are acceptable."

D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), 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.

VA NOTICE TO BUYER: "It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs."

If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

Buyer hereby authorizes any lender to furnish to the Seller or Buyer or their representatives information relating only to the status of Credit Approval of Buyer.



Buyer



Seller

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this 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 intended 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. 40-5. This form replaces TREC No. 40-4.



TEXAS ASSOCIATION OF REALTORS®
SELLER'S DISCLOSURE NOTICE

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

CONCERNING THE PROPERTY AT 8102 Humble Camp Rd, Texas City

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

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

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

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

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	/			Liquid Propane Gas:	/			Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder			
Carbon Monoxide Det.	/			-LP Community (Captive)	/			Rain Gutters	/		
Ceiling Fans	/			-LP on Property	/			Range/Stove	/		
Cooktop	/			Hot Tub	/			Roof/Attic Vents	/		
Dishwasher	/			Intercom System	/			Sauna	/		
Disposal	/			Microwave	/			Smoke Detector	/		
Emergency Escape Ladder(s)	/			Outdoor Grill	/			Smoke Detector - Hearing Impaired	/		
Exhaust Fans	/			Patio/Decking	/			Spa	/		
Fences	/			Plumbing System	/			Trash Compactor	/		
Fire Detection Equip.	/			Pool	/			TV Antenna	/		
French Drain	/			Pool Equipment	/			Washer/Dryer Hookup	/		
Gas Fixtures	/			Pool Maint. Accessories	/			Window Screens	/		
Natural Gas Lines	/			Pool Heater	/			Public Sewer System	/		

Item	Y	N	U	Additional Information
Central A/C	/			<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Evaporative Coolers	/			number of units:
Wall/Window AC Units	/			number of units:
Attic Fan(s)	/			if yes, describe:
Central Heat	/			<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Other Heat	/			if yes describe:
Oven	/			number of ovens: <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other:
Fireplace & Chimney	/			<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other:
Carport	/			<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	/			<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	/			number of units: number of remotes: <u>2</u>
Satellite Dish & Controls	/			<input type="checkbox"/> owned <input type="checkbox"/> leased from
Security System	/			<input type="checkbox"/> owned <input type="checkbox"/> leased from
Water Heater	/			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas <input type="checkbox"/> other: number of units:
Water Softener	/			<input type="checkbox"/> owned <input type="checkbox"/> leased from
Underground Lawn Sprinkler	/			<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered:
Septic / On-Site Sewer Facility	/			if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 9-01-11

Initialed by: Seller: [Signature] and Buyer: [Signature]

Concerning the Property at 8108 Humble Camp Rd, Texas City

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

Was the Property built before 1978? yes no unknown

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

Roof Type: _____ Age: _____ (approximate)

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

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

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

Item	Y	N	Item	Y	N	Item	Y	N
Basement		/	Floors		/	Sidewalks		/
Ceilings		/	Foundation / Slab(s)		/	Walls / Fences		/
Doors		/	Interior Walls		/	Windows		/
Driveways		/	Lighting Fixtures		/	Other Structural Components		/
Electrical Systems		/	Plumbing Systems		/			
Exterior Walls		/	Roof		/			

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

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

Condition	Y	N	Condition	Y	N
Aluminum Wiring		/	Previous Foundation Repairs		/
Asbestos Components		/	Previous Roof Repairs		/
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>		/	Other Structural Repairs		/
Endangered Species/Habitat on Property		/	Radon Gas		/
Fault Lines		/	Settling		/
Hazardous or Toxic Waste		/	Soil Movement		/
Improper Drainage		/	Subsurface Structure or Pits		/
Intermittent or Weather Springs		/	Underground Storage Tanks		/
Landfill		/	Unplatted Easements		/
Lead-Based Paint or Lead-Based Pt. Hazards		/	Unrecorded Easements		/
Encroachments onto the Property		/	Urea-formaldehyde Insulation		/
Improvements encroaching on others' property		/	Water Penetration		/
Located in 100-year Floodplain		/	Wetlands on Property		/
Located in Floodway		/	Wood Rot		/
Present Flood Ins. Coverage (If yes, attach TAR-1414)		/	Active infestation of termites or other wood destroying insects (WDI)		/
Previous Flooding into the Structures		/	Previous treatment for termites or WDI		/
Previous Flooding onto the Property		/	Previous termite or WDI damage repaired		/
Previous Fires		/	Termite or WDI damage needing repair		/
Previous Use of Premises for Manufacture of Methamphetamine		/	Single Blockable Main Drain in Pool/Hot Tub/Spa*		/

Concerning the Property at 8101 Humble Camp Rd Texas City

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

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

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

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

Y N

- Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.
- Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: mandatory voluntary
Any unpaid fees or assessment for the Property? yes (\$ _____) no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? yes no If yes, describe: _____

- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system connected to the property's public water supply that is able to be used for indoor potable purposes.

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

(TAR-1406) 9-01-11 Initialed by: Seller: SA and Buyer: AN

Concerning the Property at 8101 Humble Camp Rd, Texas City

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

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

Inspection Date	Type	Name of Inspector	No. of Pages

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

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

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

Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain: _____

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

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

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

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

Signature of Seller [Signature]
Printed Name: Sandra M Lambert Date 1/20/13

Signature of Seller [Signature]
Printed Name: Arthur Wammul Date 1/20/13

EXHIBIT A-5

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower _____ Co-Borrower _____

I. TYPE OF MORTGAGE AND TERMS OF LOAN					
Mortgage Applied for: <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain):		Agency Case Number		Lender Case Number	
<input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service					
Amount \$ 638,400	Interest Rate 12.500 %	No. of Months 240/84	Amortization Type: <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain):		
			<input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):		

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, & ZIP) 8101 S Humble Camp Rd., Texas City, TX 77591 County: Galveston	No. of Units 1
Legal Description of Subject Property (attach description if necessary) 38.391 Acres in the J. Sellers Survey, Abstract 180	Year Built 1983
Purpose of Loan <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	Property will be: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

<i>Complete this line if construction or construction-permanent loan.</i>					
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$
<i>Complete this line if this is a refinance loan.</i>					
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$		Cost: \$	
Title will be held in what Name(s) Arthur F Wammel Samantha Wammel			Manner in which Title will be held Community property	Estate will be held in: <input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain) Checking/Savings					

Borrower				III. BORROWER INFORMATION				Co-Borrower			
Borrower's Name (include Jr. or Sr. if applicable) Arthur F Wammel				Co-Borrower's Name (include Jr. or Sr. if applicable)							
Social Security Number REDACTED	Home Phone (incl. area code) REDACTED	DOB (mm/dd/yyyy) REDACTED	Yrs. School 16	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School				
<input checked="" type="checkbox"/> Married (includes registered domestic partners) <input type="checkbox"/> Unmarried (includes single, divorced, widowed) <input type="checkbox"/> Separated		Dependents (not listed by Co-Borrower) No. 0 Ages		<input type="checkbox"/> Married (includes registered domestic partners) <input type="checkbox"/> Unmarried (includes single, divorced, widowed) <input type="checkbox"/> Separated		Dependents (not listed by Borrower) No. _____ Ages					
Present Address (street, city, state, ZIP/ country) <input type="checkbox"/> Own <input checked="" type="checkbox"/> Rent 2 No. Yrs. 3 Mariners Lane Kemah, TX 77565 / United States				Present Address (street, city, state, ZIP/ country) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs. -- / United States							
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address							

<i>If residing at present address for less than two years, complete the following:</i>							
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.				Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.			
Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.				Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.			

Uniform Residential Loan Application Freddie Mac Form 65 7/05 (rev. 6/09) Borrower
Co-Borrower Fannie Mae Form 1003 7/05 (rev. 6/09)

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer Wammel Group LLC 3 Mariners Lane Kemah, TX 77565	<input checked="" type="checkbox"/> Self Employed	Yrs. on this job 6 yr(s) 4 mth(s)	Yrs. employed in this line of work/profession	Name & Address of Employer	<input type="checkbox"/> Self Employed
Position/Title/Type of Business Managing Member		Business Phone (incl. area code) 713-493-0555		Position/Title/Type of Business	
				Business Phone (incl. area code)	

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business		Business Phone (incl. area code)	
Name & Address of Employer		Dates (from-to)		Name & Address of Employer		Dates (from-to)	
		Monthly Income \$				Monthly Income \$	
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business		Business Phone (incl. area code)	
Name & Address of Employer		Dates (from-to)		Name & Address of Employer		Dates (from-to)	
		Monthly Income \$				Monthly Income \$	
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business		Business Phone (incl. area code)	
Name & Address of Employer		Dates (from-to)		Name & Address of Employer		Dates (from-to)	
		Monthly Income \$				Monthly Income \$	
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business		Business Phone (incl. area code)	
Name & Address of Employer		Dates (from-to)		Name & Address of Employer		Dates (from-to)	
		Monthly Income \$				Monthly Income \$	
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business		Business Phone (incl. area code)	

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 24,000.00	\$	\$ 24,000.00	Rent	\$ 4,250.00	
Overtime				First Mortgage (P&I)		\$ 7,253.12
Bonuses				Other Financing (P&I)		1,213.51
Commissions				Hazard Insurance		300.00
Dividends/Interest				Real Estate Taxes		500.00
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
Total	\$ 24,000.00	\$	\$ 24,000.00	Total	\$ 4,250.00	\$ 9,266.63

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income *Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.*

B/C	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed by that spouse or other person also. Completed Jointly Not Jointly

ASSETS		Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Description			LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:		\$			
List checking and savings accounts below					
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Wells Fargo			CAPITAL ONE AUTO FINAN		
--			3901 DALLAS PKWY		
			PLANO, TX 75093		
Acct. no. [REDACTED]		\$ 15,500	Acct. no. 62062175833771001	794.00 /51	34,289
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Wells Fargo			MB FIN SVCS		
--			36455 CORPORATE DR		
			FARMINGTON HILLS, MI 48331		
Acct. no. [REDACTED]		\$ 24,555	Acct. no. 7003265396	1,847.00 /15	25,863
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$
Wells Fargo			CAP ONE		
--			PO BOX 85520		
			RICHMOND, VA 23285		
Acct. no. [REDACTED]		\$ 4,880	Acct. no. 517805242314	35.00	1,185
Stocks & Bonds (Company name/number description)		\$	Name and address of Company	\$ Payment/Months	\$
			CAP ONE		
			PO BOX 85520		
			RICHMOND, VA 23285		
Life insurance net cash value		\$	Acct. no. 486236898199	25.00	39
Face amount: \$			Name and address of Company	\$ Payment/Months	\$
Subtotal Liquid Assets		\$ 45,106			
Real estate owned (enter market value from schedule of real estate owned)		\$	Name and address of Company	\$ Payment/Months	\$
Vested interest in retirement fund		\$			
Net worth of business(es) owned (attach financial statement)		\$	Acct. no.		
Automobiles owned (make and year)		\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
2008 Mercedes Benz CL550		51,000			
2011 Mercedes Benz GL550		71,000			
1973 Dodge Challenger		50,000	Job-Related Expense (child care, union dues, etc.)	\$	
Other Assets (itemize)		\$			
1972 Chevy Nova		32,000			
1955 Chvey Bellaire		45,000			
1954 Chevy Bellaire		30,000			
1967 CHEvy Nova		35,000	Total Monthly Payments	\$ 2,701.00	
Total Assets a.		\$ 359,106	Net Worth (a minus b) =>	\$ 297,730	Total Liabilities b. \$ 61,376

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
--							
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

Borrower AW
Co-Borrower _____

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS				
a. Purchase price	\$ 912,000.00	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation. a. Are there any outstanding judgments against you? b. Have you been declared bankrupt within the past 7 years? c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years? d. Are you a party to a lawsuit? e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.) f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question. g. Are you obligated to pay alimony, child support, or separate maintenance? h. Is any part of the down payment borrowed? i. Are you a co-maker or endorser on a note? ----- j. Are you a U. S. citizen? k. Are you a permanent resident alien? l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below. m. Have you had an ownership interest in a property in the last three years? (1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)? (2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	Borrower		Co-Borrower	
b. Alterations, improvements, repairs			Yes	No	Yes	No
c. Land (if acquired separately)			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Refinance (incl. debts to be paid off)			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Estimated prepaid items	9,468.33		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Estimated closing costs	21,124.89		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. PMI, MIP, Funding Fee			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Discount (if Borrower will pay)			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Total costs (add items a through h)	942,593.22		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Subordinate financing	182,400.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Borrower's closing costs paid by Seller			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Other Credits (explain) Cash Deposit on sales contract Seller Credit For OTP	1,000.00 5,115.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	638,400.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. PMI, MIP, Funding Fee financed			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Loan amount (add m & n)	638,400.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
p. Cash from/to Borrower (subtract j, k, l & o from i)	115,678.22	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any representation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors, or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency.

Right to Receive Copy of Appraisal I/We have the right to a copy of the appraisal report used in connection with this application for credit. To obtain a copy, I/we must send Creditor a written request at the mailing address Creditor has provided. Creditor must hear from us no later than 90 days after Creditor notifies me/us about the action taken on this application or I/we withdraw this application.

If you would like a copy of the appraisal report, contact: **Bryant Financial 4801 Woodway, Suite 300E Houston, TX 77056**

Borrower's Signature X	Date 2/13/13	Co-Borrower's Signature X	Date
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X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input checked="" type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male
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To be Completed by Loan Originator:
 This information was provided:
 In a face-to-face interview By the applicant and submitted by fax or mail
 In a telephone interview By the applicant and submitted via e-mail or the internet

Loan Originator's Signature X	Date 02/11/2013
Loan Originator's Name (print or type) Lindsay Elizabeth Ingalls	Loan Originator Identifier 342595
Loan Origination Company's Name Bryant Financial (P) 281-860-7649 (F) 281-860-7651	Loan Origination Company Identifier 278208
	Loan Originator's Phone Number (including area code) 281-860-7649
	Loan Origination Company's Address 4801 Woodway, Suite 300E Houston, TX 77056

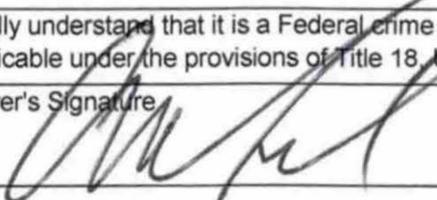
Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark **B** for Borrower or **C** for Co-Borrower.

Borrower: Arthur F Wammel	Agency Case Number:
Co-Borrower:	Lender Case Number:

THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR REFINANCED TO A MARKET LEVEL FIXED-RATE MORTGAGE. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY FOR THE CONDITIONAL RIGHT TO REFINANCE AS SPECIFIED IN THE NOTE ADDENDUM AND MORTGAGE RIDER. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN IF QUALIFICATION CONDITIONS ARE NOT MET. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature X 	Date 2/13/13	Co-Borrower's Signature X	Date
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Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower: Arthur F Wammel	Agency Case Number:
Co-Borrower:	Lender Case Number:

VI. ASSETS AND LIABILITIES

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union Wells Fargo --		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$ 171	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: X	Date: 2/13/13	Co-Borrower's Signature: X	Date:
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Instructions

Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement:	The total of these charges can increase up to 10% at settlement:	These charges can change at settlement:
<ul style="list-style-type: none"> • Our origination charge • Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate) • Your adjusted origination charges (after you lock in your interest rate) • Transfer taxes 	<ul style="list-style-type: none"> • Required services that we select • Title services and lender's title insurance (if we select them or you use companies we identify) • Owner's title insurance (if you use companies we identify) • Required services that you can shop for (if you use companies we identify) • Government recording charges 	<ul style="list-style-type: none"> • Required services that you can shop for (if you do not use companies we identify) • Title services and lender's title insurance (if you do not use companies we identify) • Owner's title insurance (if you do not use companies we identify) • Initial deposit for your escrow account • Daily interest charges • Homeowner's insurance

Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose this same loan with **lower settlement charges**, then you will have a **higher interest rate**.
- If you want to choose this same loan with a **lower interest rate**, then you will have **higher settlement charges**.

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$ 638,400.00	\$	\$
Your initial interest rate ¹	12.500 %	%	%
Your initial monthly amount owed	\$ 7,253.12	\$	\$
Change in the monthly amount owed from this GFE	No change	You will pay \$ more every month	You will pay \$ less every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be reduced by \$	Your settlement charges will increase by \$
How much your total estimated settlement charges will be	\$ 32,593.22	\$	\$

¹ For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name	Bryant Financial			
Initial loan amount	\$ 638,400.00			
Loan term	7 years			
Initial interest rate	12.500 %			
Initial monthly amount owed	\$ 7,253.12			
Rate lock period	na days			
Can interest rate rise?	NO			
Can loan balance rise?	NO			
Can monthly amount owed rise?	NO			
Prepayment penalty?	NO			
Balloon payment?	YES			
Total Estimated Settlement Charges	\$ 32,593.22			

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.





Good Faith Estimate (GFE)

Name of Originator	Bryant Financial
Originator Address	4801 Woodway, Suite 300E Houston, TX 77056
Originator Phone Number	281-860-7649
Originator Email	lingalls@bryantlending.com

Borrower	Arthur F Wammel
Property Address	8101 S Humble Camp Rd. Texas City, TX 77591 County: Galveston
Date of GFE	02/11/2013

Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's Special Information Booklet on settlement charges, your Truth-in-Lending Disclosures, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

1. The interest rate for this GFE is available through **02/11/2013 05:00 PM**. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
2. This estimate for all other settlement charges is available through **02/26/2013 05:00 PM**.
3. After you lock your interest rate, you must go to settlement within **na** days (your rate lock period) to receive the locked interest rate.
4. You must lock the interest rate at least **15** days before settlement.

Summary of your loan

Your initial loan amount is	\$ 638,400.00
Your loan term is	7 years
Your initial interest rate is	12.500 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 7,253.12 per month
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of %. The first change will be in
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, you have a balloon payment of \$ 565,286.10 due in 7.00 years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ **7,253.12**.
Do we require you to have an escrow account for your loan?
 No, you do not have an escrow account. You must pay these charges directly when due.
 Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A	Your Adjusted Origination Charges (See page 2.)	\$ 14,968.00
B	Your Charges for All Other Settlement Services (See page 2.)	\$ 17,625.22
A + B	Total Estimated Settlement Charges	\$ 32,593.22

TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicants: **Arthur F Wammel**
 Property Address: **8101 S Humble Camp Rd.**
Texas City, TX 77591
 Application No: **Wammel**

Prepared By: **Bryant Financial**
4801 Woodway, Suite 300E
Houston, TX 77056
 Date Prepared: **02/11/2013** **Ph: 281-860-7649**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after making all payments as scheduled
* 13.071 %	\$ * 548,642.39	\$ * 618,652.67	\$ * 1,167,295.06

REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit

There is no guarantee that you will be able to refinance to lower your rate and payments

INTEREST RATE AND PAYMENT SUMMARY

Rate & Monthly Payment	
Interest Rate	12.500 %
Principal + Interest Payment	\$ 7,253.12
Est. Taxes + Insurance (Escrow)	\$ 800.00
Total Est. Monthly Payment	\$ 8,053.12

Final Balloon Payment Due (04/01/2020): \$ 565,286.10

DEMAND FEATURE: This obligation has a demand feature.

VARIABLE RATE FEATURE: This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

SECURITY: You are giving a security interest in: **8101 S Humble Camp Rd., Texas City TX 77591**

The goods or property being purchased Real property you already own.

FILING FEES: \$ 65.00

LATE CHARGE: If a payment is more than **15** days late, you will be charged **5.000** % of the payment.

PREPAYMENT: If you pay off early, you may will not have to pay a penalty.
 may will not be entitled to a refund of part of the finance charge.

TEXAS MORTGAGE COMPANY DISCLOSURE

Residential Mortgage Loan Originator: Lindsay Elizabeth Ingalls

NMLS ID: 342595

Check ALL that apply

Duties and Nature of Relationship

- We will submit your loan application to a participating lender which we may from time to time contract upon such terms as you may request or a lender may require. In connection with this mortgage loan, we are acting as an independent contractor and not as your agent.
- We will make your loan ourselves. In connection with this mortgage loan, we are acting as an independent contractor and not as your agent.
- We will be acting as follows:

How we will be compensated

- The retail price we offer you - your interest rate, total points, and fees - will include our compensation. In some cases we may be paid all of our compensation by you or by the lender or investor
- Our pricing for your loan is based upon:

CONSUMERS WISHING TO FILE A COMPLAINT AGAINST A MORTGAGE COMPANY OR A LICENSED MORTGAGE COMPANY RESIDENTIAL MORTGAGE LOAN ORIGINATOR SHOULD COMPLETE AND SEND A COMPLAINT FORM TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. COMPLAINT FORMS AND INSTRUCTIONS MAY BE OBTAINED FROM THE DEPARTMENTS WEBSITE AT WWW.SML.TEXAS.GOV. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.

THE DEPARTMENT MAINTAINS A RECOVERY FUND TO MAKE PAYMENTS OF CERTAIN ACTUAL OUT OF POCKET DAMAGES SUSTAINED BY BORROWERS CAUSED BY ACTS OF LICENSED MORTGAGE COMPANY RESIDENTIAL MORTGAGE LOAN ORIGINATORS. A WRITTEN APPLICATION FOR REIMBURSEMENT FROM THE RECOVERY FUND MUST BE FILED WITH AND INVESTIGATED BY THE DEPARTMENT PRIOR TO THE PAYMENT OF A CLAIM. FOR MORE INFORMATION ABOUT THE RECOVERY FUND, PLEASE CONSULT THE DEPARTMENT'S WEB SITE AT WWW.SML.TEXAS.GOV.

Applicant(s)

Signed: _____

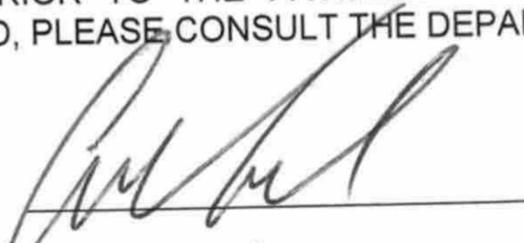
Name: _____

Date: _____

Signed: _____

Name: _____

Date: _____



 Arthur F Wammel

 2/13/15

Residential Mortgage Loan Originator

Signed: _____

Name: Lindsay Elizabeth Ingalls

Date: _____

MORTGAGE LOAN ORIGINATION AGREEMENT

(Warning to Broker: The content of this form may vary depending upon the state in which it is used.)

You **Arthur F Wammel** agree to enter into this Mortgage Loan Origination Agreement with **Bryant Financial** as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with **Bryant Financial** on **02/11/2013**.

We are licensed as a "Mortgage Broker" under

SECTION 1. NATURE OF RELATIONSHIP. In connection with this mortgage loan:

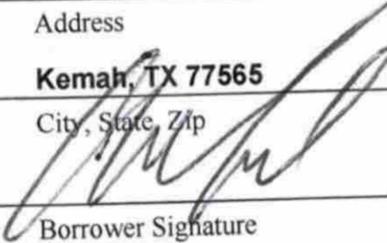
- * We are acting as an independent contractor and not as your agent.
- * We will enter into separate independent contractor agreements with various lenders.
- * While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

SECTION 2. OUR COMPENSATION. The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate.

- * The retail price we offer you - your interest rate, total points and fees - will include our compensation.
- * In some cases, we may be paid all of our compensation by either you or the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- * Also, in some cases, if you would rather pay less up front, you may be able to pay a higher interest rate in which case we will be paid directly by the lender.

We also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender.

By signing below, the mortgage loan originator and mortgage loan applicant(s) acknowledge receipt of a copy of this signed Agreement.

MORTGAGE LOAN ORIGINATOR	APPLICANT(S)
Bryant Financial Company Name	Arthur F Wammel Applicant Name(s)
4801 Woodway, Suite 300E Address	3 Mariners Lane Address
Houston, TX 77056 City, State, Zip	Kemah, TX 77565 City, State, Zip
281-860-7649 / 281-860-7651 Phone/Fax	 Borrower Signature
	 Date
_____ Broker or Authorized Agent Signature	_____ Co-Borrower Signature
_____ Date	_____ Date

SERVICING DISCLOSURE STATEMENT

Originator: **Bryant Financial**
4801 Woodway, Suite 300E
Houston, TX 77056

Date: 02/11/2013

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.

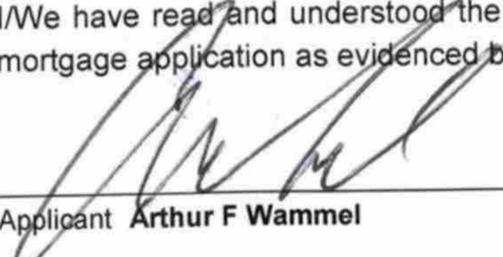
You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer.

"Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

- We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

Acknowledgment of Mortgage Loan Applicant(s)

I/We have read and understood the disclosure, and understand that the disclosure is a required part of the mortgage application as evidenced by my/our signature(s) below;




Applicant **Arthur F Wammel** Date Applicant Date

Bryant Financial, NMLS# 278208 | Originator: Lindsay Elizabeth Ingalls, NMLS# 342595

APPLICANT NAME AND ADDRESS
 Arthur F Wammel
 3 Mariners Lane
 Kemah TX, 77565

LENDER (ORIGINATOR) NAME AND ADDRESS
 Bryant Financial
 4801 Woodway, Suite 300E
 Houston, TX 77056
 (P) 281-860-7649, (F) 281-860-7651

Bryant Financial

Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score	Source: _____ Date: _____
Understanding Your Credit Score	
What you should know about credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	<p>Scores range from a low of _____ to a high of _____</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>
How your score compares to the scores of other consumers	Your credit score ranks higher than _____ percent of U.S. consumers.
Key factors that adversely affected your credit score	
Checking Your Credit Report	
What if there are mistakes in your credit report?	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
How can you obtain a copy of your credit report?	<p>Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report -</p> <p><i>By telephone:</i> Call toll-free: 1-877-322-8228</p> <p><i>On the web:</i> Visit www.annualcreditreport.com</p> <p><i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcp/online/include/requestformfinal.pdf) to:</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>
How can you get more information?	For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's web site at www.consumerfinance.gov/learnmore .

Notice to the Home Loan Applicant

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

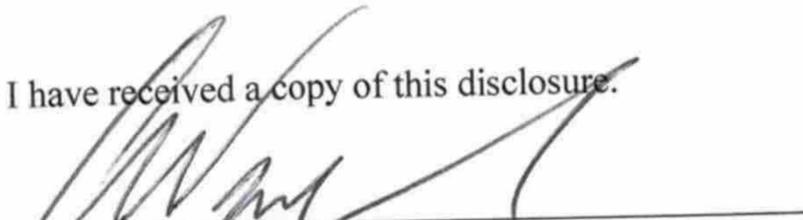
The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

I have received a copy of this disclosure.


Applicant Arthur F Wammel


Date

Bryant Financial, NMLS# 278208 | Originator: Lindsay Elizabeth Ingalls, NMLS# 342595

APPLICANT NAME AND ADDRESS

3 Mariners Lane
Kemah TX, 77565

LENDER (ORIGINATOR) NAME AND ADDRESS

Bryant Financial
4801 Woodway, Suite 300E
Houston, TX 77056
(P) 281-860-7649, (F) 281-860-7651

Bryant Financial

Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score	Source: _____ Date: _____
Understanding Your Credit Score	
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of _____ to a high of _____ Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	Your credit score ranks higher than _____ percent of U.S. consumers.
Key factors that adversely affected your credit score	
Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report - <i>By telephone:</i> Call toll-free: 1-877-322-8228 <i>On the web:</i> Visit www.annualcreditreport.com <i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information?	For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's web site at www.consumerfinance.gov/learnmore .

Notice to the Home Loan Applicant

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

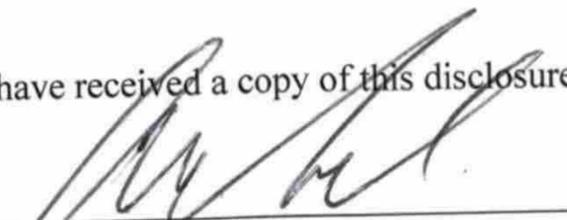
The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

I have received a copy of this disclosure.



Applicant



Date

Borrowers' Certification and Authorization

CERTIFICATION

The Undersigned certify the following:

1. I/We have applied for a mortgage loan through Bryant Financial. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that Bryant Financial reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan through Bryant Financial. As part of the application process, Bryant Financial and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Bryant Financial and to any investor to whom Bryant Financial may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history; and copies of income tax returns.
3. Bryant Financial or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.

Borrower Signature 
 Arthur F Wammel
 SSN: **REDACTED** Date: 2/13/13

Co-Borrower Signature _____
 SSN: _____ Date: _____

NOTICE TO APPLICANT OF RIGHT TO RECEIVE COPY OF APPRAISAL REPORT

APPLICATION NO: **Wammel**

Date: 02/11/2013

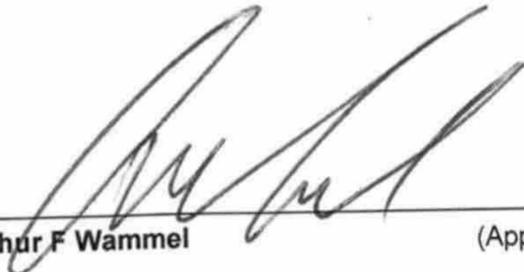
PROPERTY ADDRESS: **8101 S Humble Camp Rd.
Texas City, TX 77591 County: Galveston**

The Equal Credit Opportunity Act (Regulation B) requires creditors to provide applicants with a copy of the appraisal report used in conjunction with their loan application.

Pursuant to the Appraiser Independence Requirements, you are entitled to receive a copy of any appraisal report that is obtained on your behalf, concerning your subject property, at least three business days prior to the closing of your loan. A copy of any and all such appraisal reports will be delivered to you, or may have already been delivered to you, allowing you at least three business days to review the appraisal prior to closing of your loan.

If you wish to proceed with the loan closing, your signature will acknowledge either:

- (1) Your receipt of the appraisal report three or more business days prior to your loan closing, or alternatively;
- (2) That you previously waived your right to review the appraisal report three or more business days prior to the closing of your loan.



 Arthur F Wammel (Applicant) (Date)

 (Applicant) (Date)

 (Applicant) (Date)

 (Applicant) (Date)

FACTS

What Does Bryant Financial Do With Your Personal Information?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also required us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security Number and Income • credit history and credit scores • payment history and assets When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bryant Financial chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bryant Financial share?	Can you limit this sharing?
For our everyday business purposes -- such as to process your transactions, maintain your account(s), responds to court orders and legal investigations, or report to credit bureaus	No	We Don't Share
For our marketing purposes -- to offer our products and services to you	No	We Don't Share
For joint marketing with other financial companies	No	We Don't Share
For our affiliates' everyday business purposes -- information about your transactions and experiences	No	We Don't Share
For our affiliates' everyday business purposes -- information about your creditworthiness	No	We Don't Share
For our affiliates to market to you	No	We Don't Share
For nonaffiliates to market to you	No	We Don't Share

Questions?	
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Page 2

Who we are**Who is providing this notice?**

Bryant Financial
6756 N. Masters, Suite B
Manvel, TX 77578

What we do**How does Bryant Financial protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Bryant Financial collect my personal information?

We collect your personal information, for example, when you

- apply for financing or give us your income information
- provide employment information or give us your wage statements
- show your driver's license

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

State Laws and individual companies may give you additional rights to limit sharing.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

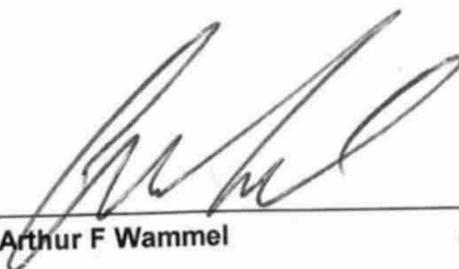
FLOOD DISASTER PROTECTION ACT OF 1973

DATE: 02/11/2013

APPLICATION NO: Wammel

PROPERTY ADDRESS: 8101 S Humble Camp Rd.
Texas City, TX 77591

I/We hereby acknowledge that we have been advised of the Flood Disaster Protection Act of 1973 and the requirements that I/We provide such insurance coverage on any property located within an area designated as a Flood Hazard Area. Should the subject property fall within a flood hazard area as defined in the Act, then I/We authorize its successors and/or assigns to purchase such insurance and I/We further agree to pay promptly the cost thereof.



Arthur F Wammel (Applicant) 2/13/13 (Date)

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

DISCLOSURE NOTICES

Date: 02/11/2013

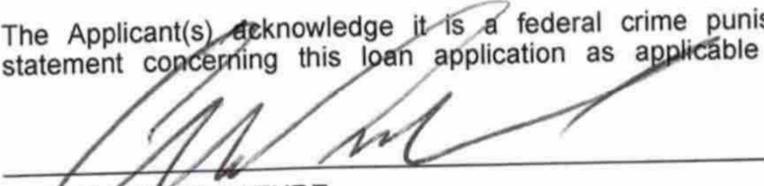
Applicant(s): Arthur F Wammel	Property Address: 8101 S Humble Camp Rd. Texas City, TX 77591
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AFFIDAVIT OF OCCUPANCY

Applicant(s) hereby certify and acknowledge that, upon taking title to the real property described above, their occupancy status will be as follows:

- Primary Residence** - Applicant(s) shall occupy, establish, and use the Property as Applicant(s) principal residence within 60 days after closing and shall continue to occupy the Property as Applicant(s) principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- Secondary Residence** - To be occupied by Applicant(s) at least 15 days yearly, as second home (vacation, etc.), while maintaining principal residence elsewhere. [Please check this box if you plan to establish it as your primary residence at a future date (e.g., retirement)].
- Investment Property** - Not owner occupied. Purchased as an investment to be held or rented.

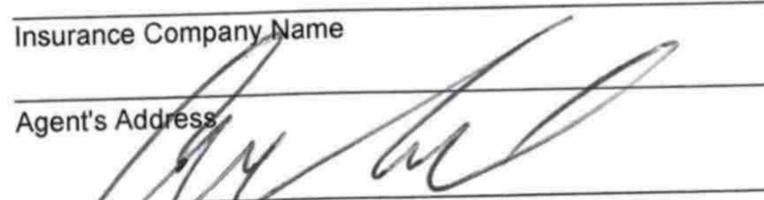
The Applicant(s) acknowledge it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning this loan application as applicable under the provisions of Title 18, United States Code, Section 1014.

 _____ APPLICANT SIGNATURE	_____ CO-APPLICANT SIGNATURE
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ANTI-COERCION STATEMENT

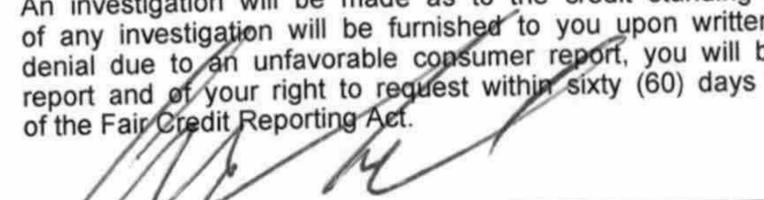
The insurance laws of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subjected to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirement of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Insurance Commissioner relative hereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance.
 I have selected the following agencies to write the insurance covering the property described above:

Insurance Company Name	Agent
Agent's Address	Agent's Telephone Number
 _____ APPLICANT SIGNATURE	_____ CO-APPLICANT SIGNATURE

FAIR CREDIT REPORTING ACT

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of credit denial due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

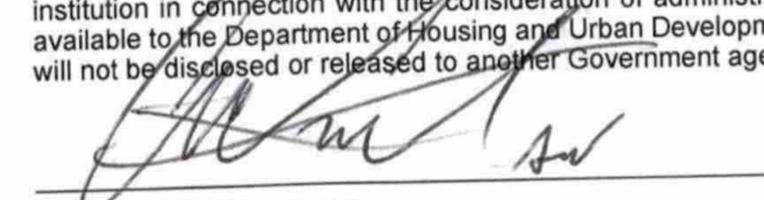
 _____ APPLICANT SIGNATURE	_____ CO-APPLICANT SIGNATURE
---	---------------------------------

FHA LOANS ONLY

IF YOU PREPAY YOUR LOAN ON OTHER THAN THE REGULAR INSTALLMENT DATE, YOU MAY BE ASSESSED INTEREST CHARGES UNTIL THE END OF THAT MONTH.

GOVERNMENT LOANS ONLY

RIGHT TO FINANCIAL PRIVACY ACT OF 1978 - This is a notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development or Department of Veterans Affairs has a right of access to financial records held by a financial institution in connection with the consideration of administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Department of Veterans Affairs without further notice or authorization but will not be disclosed or released to another Government agency or Department without your consent except as required or permitted by law.

 _____ APPLICANT SIGNATURE	_____ CO-APPLICANT SIGNATURE
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EQUAL CREDIT OPPORTUNITY ACT

APPLICATION NO: Wammel

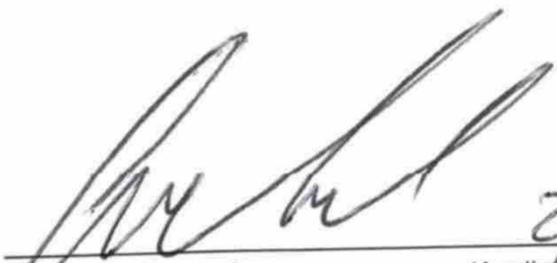
Date: 02/11/2013

PROPERTY ADDRESS: 8101 S Humble Camp Rd.
Texas City, TX 77591

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this company is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3710, Houston, Texas 77010

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.


Arthur F Wammel (Applicant) 2/13/13 (Date)

(Applicant) (Date)

PATRIOT ACT INFORMATION DISCLOSURE

Applicant Name Arthur F Wammel

Co-Applicant Name _____

Present Address 3 Mariners Lane, Kemah, TX 77565

Mailing Address 3 Mariners Lane, Kemah, TX 77565

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

I/we acknowledge that I/we received a copy of this disclosure.



 Applicant

2/13/13

 Date

 Applicant

 Date

Good Faith Estimate (GFE) Acknowledgment

Originator Borrower Date 02/11/2013

Lindsay Ingalls Arthur Wammel Loan Number

Property Address: 8101 S Humble Camp Rd., Texas City, TX 77591

By signing below, I acknowledge that I received, on the date shown by my signature below, a completed copy of the Good Faith Estimate from Bryant Financial dated 02 / 11 / 2013.


Borrower Date

Borrower Date

Borrower Date

Borrower Date

GFE Acknowledgment form

NOTICE OF PENALTIES FOR MAKING FALSE OR MISLEADING STATEMENT

Date: 02/11/2013

Applicant(s): Arthur Wammel

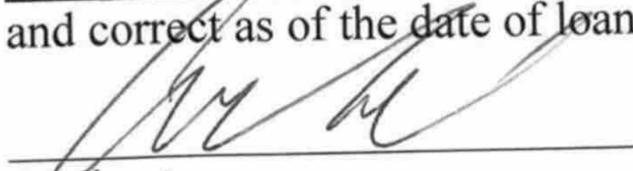
Property Address: 8101 S Humble Camp Rd.,
Texas City, TX 77591

WARNING:

Intentionally or knowingly making a materially false or misleading statement to obtain property or credit, including a mortgage loan, is a violation of Section 32.32, of the Texas Penal Code, and, depending on the amount of the loan or value of the property, is punishable by imprisonment for a term of 2 years to 99 years and a fine not to exceed \$10,000.

I/we, the undersigned home loan applicant(s), represent that I/we have received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

I/we represent that all statements and representations contained in my/our written home loan application, including statements or representations regarding my/our **identity, employment, annual income, and intent to occupy the residential real property** secured by the home loan, are true and correct as of the date of loan closing.



Applicant

2/13/13
Date

Co-Applicant(s)

Date

Written List of Service Providers

Applicant(s): Arthur F Wammel
Property Address: 8101 S Humble Camp Rd.
Texas City, TX 77591 County: Galveston

Date: 02/11/2013
File No.: Wammel

The Good Faith Estimate you received from the Originator identifies specific settlement services that are required in order for you to close your loan. Below is a list compiled by the Originator that identifies providers who offer those required settlement service. You do not need to pick any of the providers on the list and may shop for any of these required services.

Application No: **Wammel**

CREDIT LIFE/CREDIT DISABILITY:

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature:
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

INSURANCE:

The following insurance is required to obtain credit:

- Credit life insurance
- Property insurance
- Credit disability
- Flood insurance

You may obtain the insurance from anyone you want that is acceptable to creditor.

- If you purchase you will pay \$
- property
- flood insurance from creditor
- for a one year term.

ASSUMPTION:

Someone buying your property

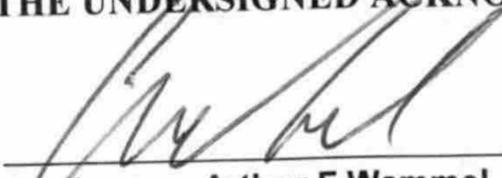
- may
- may, subject to conditions
- may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

- * means an estimate
- all dates and numerical disclosures except the late payment disclosures are estimates.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.


 Applicant **Arthur F Wammel** Date 2/13/13

 Applicant Date

 Applicant Date

 Applicant Date

 Prepared By Date

EXHIBIT A-6



ASSOCIATED
MORTGAGE INVESTORS

April 3, 2013

Mr. Arthur F. Wammel
Wammel Group, LLC
1021 Main Street, Suite 1150
Houston, TX 77002

RE: Finance the purchase of a single family residence located at 8101 S.
Humble Camp Road, Texas City, TX 77591

Mr. Wammel:

You have requested a loan secured by the aforementioned property. Associated Mortgage Investors is pleased to propose a loan that would provide the financing requested. Following is a summary of the proposed terms.

BORROWER: Wammel Group, LLC
1021 Main Street, Suite 1150
Houston, TX 77002

NOTE: Mr. Arthur F. Wammel will sign the documents as its
Managing Member.

GUARANTOR: Mr. Arthur F. Wammel, a married male
3 Mariners Lane
Kemah, TX 77565

AMOUNT: \$631,400.00

INTEREST: 12.5% (360 day year)

FEES: 2% origination fee payable to AMI

ESCROW: We will also require an escrow for taxes and insurance.

Wammel Group, LLC
April 3, 2013
Page 2 of 3

TERMS: 7 years (83 monthly principal and interest payments of \$7,255.43 based upon a 20-year amortization with the unpaid balance due on the 84th month)
NOTE: Your total monthly payment will be **\$8,960.00** (of which \$7,255.43 is principal and interest and \$1,704.57 will go into your escrow account for taxes and insurance).

PREPAYMENT
PENALTY: None

COLLATERAL: Title Insured first lien Deed on a single family residence located at:
8101 S. Humble Camp Road
Texas City, TX 77591

TITLE CO.: Kellie Grover, Escrow Officer
Frontier Title Company, WH, LLC
23501 Cinco Ranch Blvd., Ste. B226
Katy, TX 77494
Phone: 713-625-8786 & Fax: 281-391-9188
Email: KGrover@frontiertitletexas.com
GF # 138694

SURVEY: TBD

We will need to collect the following items before closing:

- A copy of the survey; and
- Insurance – please update the mortgagee clause to read:
Associated Mortgage Investors **“ISAOA”**
710 North Post Oak Road, Suite 208
Houston, TX 77024

The following will need to be paid at the closing:

- Approximately \$1,200.00 payable to “Crain, Caton & James” for the loan documents. (This is an estimate only.);
- 2% loan origination fee payable to Associated Mortgage Investors;
- Broker fees;

Wammel Group, LLC
April 3, 2013
Page 3 of 3

- Mortgagee policy for our first lien;
- 4 months tax escrow; and
- Other closing costs associated with the loan i.e. recording fees, survey and legal fees to document the loan and any other costs or fees necessary to close the loan will be at the expense of the borrower.

This letter does not represent a commitment on Associated Mortgage Investors' part. It expresses our interest in your request and opens for discussion any questions that you might have. I look forward to hearing from you and please feel free to call me at 713.682.4400.

Cordially,

Joe Emerson

If the above terms are acceptable and conform with your understanding of the proposed loan, then please indicate your acceptance of these terms by signing below.

By signing below you also acknowledge that, in order to induce us to further consider your loan request and to perform the necessary due diligence in preparation for a closing on your time schedule, we will incur expenses, even if the loan does not close.

Consequently, you agree that you will be responsible for and will pay to us, upon our demand, any third-party fees that we reasonably incur, even if the loan does not close.

ACCEPTED AND AGREED TO THIS 40th DAY OF April, 2013.



Mr. Arthur Wammel

ASSOCIATED MORTGAGE INVESTORS
710 NORTH POST OAK ROAD, SUITE 208
HOUSTON, TEXAS 77024-3830
713/682-4400 FAX 682-8810

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR BASED ON PAYMENTS ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

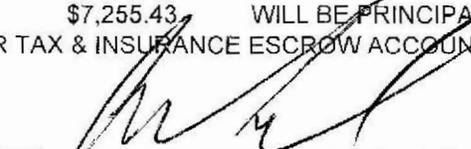
MONTH	PAYMENTS TO ESCROW ACCOUNT	PAYMENTS FROM ESCROW ACCOUNT	DESCRIPTION	ESCROW ACCOUNT BALANCE
JANUARY	\$1,704.57			\$1,704.57
FEBRUARY	\$1,704.57			\$3,409.14
MARCH	\$1,704.57			\$5,113.71
APRIL	\$1,704.57			\$6,818.28
MAY	\$1,704.57			\$8,522.85
JUNE	\$1,704.57			\$10,227.42
JULY	\$1,704.57			\$11,931.99
AUGUST	\$1,704.57			\$13,636.56
SEPTEMBER	\$1,704.57			\$15,341.13
OCTOBER	\$1,704.57			\$17,045.70
NOVEMBER	\$1,704.57			\$18,750.27
DECEMBER	\$1,704.57	\$ (19,954.51)	Tax/Insurance pmts	\$500.33

PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE ESCROW ACCOUNTING COMPUTATION YEAR.

Cushion Selected \$500.33

YOUR MONTHLY MORTGAGE PAYMENT FOR THE COMING YEAR WILL BE **\$8,960.00**
 OF WHICH **\$7,255.43** WILL BE PRINCIPAL & INTEREST AND **\$1,704.57**
 GOES INTO YOUR TAX & INSURANCE ESCROW ACCOUNT.

BORROWER'S
SIGNATURE:



 Wammiel Group, LLC



OMB Approval No. 2502-0266

Good Faith Estimate (GFE)

Name of Originator	Bryant Financial	Borrower	WAMMEL GROUP LLC
Originator Address	4801 Woodway, Suite 300E Houston, TX 77066	Property Address	8101 S Humble Camp Rd. Texas City, TX 77691 County: Galveston
Originator Phone Number	281-860-7649	Date of GFE	03/22/2013
Originator Email	lingalls@bryantlending.com		

Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's Special Information Booklet on settlement charges, your Truth-in-Lending Disclosures, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

1. The interest rate for this GFE is available through **03/22/2013 06:00 PM**. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
2. This estimate for all other settlement charges is available through **04/05/2013 05:00 PM**.
3. After you lock your interest rate, you must go to settlement within **na** days (your rate lock period) to receive the locked interest rate.
4. You must lock the interest rate at least **15** days before settlement.

Summary of your loan

Your initial loan amount is	\$ 638,400.00	
Your loan term is	7 years	
Your initial interest rate is	12.500 %	
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 7,253.12 per month	
Can your interest rate rise?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, it can rise to a maximum of % The first change will be in
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, you have a balloon payment of \$ 565,286.10 due in 7.00 years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ **7,253.12**.
Do we require you to have an escrow account for your loan?
 No, you do not have an escrow account. You must pay these charges directly when due.
 Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A	Your Adjusted Origination Charges (See page 2.)	\$ 14,968.00
B	Your Charges for All Other Settlement Services (See page 2.)	\$ 19,526.22
A + B	Total Estimated Settlement Charges	\$ 34,494.22

Understanding your estimated settlement charges

Some of these charges can change at settlement. See the top of page 3 for more information.

Your Adjusted Origination Charges																		
1. Our origination charge This charge is for getting this loan for you.		14,968.00																
2. Your credit or charge (points) for the specific interest rate chosen <input type="checkbox"/> The credit or charge for the interest rate of _____ % is included in "Our origination charge." (See item 1 above.) <input checked="" type="checkbox"/> You receive a credit of \$ <u>0.00</u> for this interest rate of <u>12.500</u> %. This credit reduces your settlement charges. <input type="checkbox"/> You pay a charge of \$ _____ for this interest rate of _____ %. This charge (points) increases your total settlement charges. The tradeoff table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.		0.00																
A	Your Adjusted Origination Charges	\$ 14,968.00																
Your Charges for All Other Settlement Services																		
3. Required services that we select These charges are for services we require to complete your settlement. We will choose the providers of these services. <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Service</th> <th style="width:30%;">Charge</th> </tr> </thead> <tbody> <tr> <td>Appraisal</td> <td align="right">2,000.00</td> </tr> <tr> <td>Credit Report</td> <td align="right">30.89</td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		Service	Charge	Appraisal	2,000.00	Credit Report	30.89									2,030.89		
Service	Charge																	
Appraisal	2,000.00																	
Credit Report	30.89																	
4. Title services and lender's title insurance This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.		775.00																
5. Owner's title insurance You may purchase an owner's title insurance policy to protect your interest in the property.		5,115.00																
6. Required services that you can shop for These charges are for other services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below. <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Service</th> <th style="width:10%;">Charge</th> <th style="width:30%;">Service</th> <th style="width:30%;">Charge</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Service	Charge	Service	Charge													
Service	Charge	Service	Charge															
7. Government recording charges These charges are for state and local fees to record your loan and title documents.		142.00																
8. Transfer taxes These charges are for state and local fees on mortgages and home sales.																		
9. Initial deposit for your escrow account This charge is held in an escrow account to pay future recurring charges on your property and includes <input checked="" type="checkbox"/> all property taxes, <input checked="" type="checkbox"/> all insurance, and <input type="checkbox"/> other _____.		2,100.00																
10. Daily interest charges This charge is for the daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ <u>221.6867</u> per day for <u>26</u> days (if your settlement is <u>04/05/2013</u>).		5,763.33																
11. Homeowner's insurance This charge is for the insurance you must buy for the property to protect from a loss, such as fire. <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Policy</th> <th style="width:30%;">Charge</th> </tr> </thead> <tbody> <tr> <td>Hazard Insurance</td> <td align="right">3,600.00</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		Policy	Charge	Hazard Insurance	3,600.00					3,600.00								
Policy	Charge																	
Hazard Insurance	3,600.00																	
B	Your Charges for All Other Settlement Services	\$ 19,526.22																
A + B	Total Estimated Settlement Charges	\$ 34,494.22																

Instructions

Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement.	The total of these charges can increase up to 10% at settlement.	These charges can change at settlement.
<ul style="list-style-type: none"> • Our origination charge • Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate) • Your adjusted origination charges (after you lock in your interest rate) • Transfer taxes 	<ul style="list-style-type: none"> • Required services that we select • Title services and lender's title insurance (if we select them or you use companies we identify) • Owner's title insurance (if you use companies we identify) • Required services that you can shop for (if you use companies we identify) • Government recording charges 	<ul style="list-style-type: none"> • Required services that you can shop for (if you do not use companies we identify) • Title services and lender's title insurance (if you do not use companies we identify) • Owner's title insurance (if you do not use companies we identify) • Initial deposit for your escrow account • Daily interest charges • Homeowner's insurance

Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- if you want to choose this same loan with **lower settlement charges**, then you will have a **higher interest rate**.
- if you want to choose this same loan with a **lower interest rate**, then you will have **higher settlement charges**.

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$ 638,400.00	\$	\$
Your initial interest rate ¹	12.500 %	%	%
Your initial monthly amount owed	\$ 7,253.12	\$	\$
Change in the monthly amount owed from this GFE	No change	You will pay \$ more every month	You will pay \$ less every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be reduced by \$	Your settlement charges will increase by \$
How much your total estimated settlement charges will be	\$ 34,494.22	\$	\$

¹For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name	Bryant Financial			
Initial loan amount	\$ 638,400.00			
Loan term	7 years			
Initial interest rate	12.500 %			
Initial monthly amount owed	\$ 7,253.12			
Rate lock period	na days			
Can interest rate rise?	NO			
Can loan balance rise?	NO			
Can monthly amount owed rise?	NO			
Prepayment penalty?	NO			
Balloon payment?	YES			
Total Estimated Settlement Charges	\$ 34,494.22			

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.

Bryant Financial, NMLS# 279206 | Originator: Lindsay Elizabeth Ingalls, NMLS# 342698

TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicants: **WAMMEL GROUP LLC**
 Property Address: **8101 S Humble Camp Rd.**
Texas City, TX 77591
 Application No. **Wammel**

Prepared By: **Bryant Financial**
4801 Woodway, Suite 300E
Houston, TX 77056
 Date Prepared: **03/22/2013** Ph: **281-860-7849**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after making all payments as scheduled
* 13.067 %	\$ * 550,543.39	\$ * 616,751.67	\$ * 1,167,295.06

REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit
There is no guarantee that you will be able to refinance to lower your rate and payments

INTEREST RATE AND PAYMENT SUMMARY

Rate & Monthly Payment

Interest Rate	12.500 %
Principal + Interest Payment	\$ 7,253.12
Est. Taxes + Insurance (Escrow)	\$ 800.00
Total Est. Monthly Payment	\$ 8,053.12

Final Balloon Payment Due (05/01/2020): \$ 565,286.10

- DEMAND FEATURE:** This obligation has a demand feature.
 VARIABLE RATE FEATURE: This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

SECURITY: You are giving a security interest in: **8101 S Humble Camp Rd., Texas City TX 77591**

The goods or property being purchased Real property you already own.

FILING FEES: \$ 65.00

LATE CHARGE: If a payment is more than **15** days late, you will be charged **5.000** % of the payment.

PREPAYMENT: If you pay off early, you may will not have to pay a penalty.
 may will not be entitled to a refund of part of the finance charge.

Bryant Financial, NMLS# 278208 | Originator: Lindsay Elizabeth Ingalls, NMLS# 342585

Written List of Service Providers

Applicant(s): WAMMEL GROUP LLC
 Property Address: 8101 S Humble Camp Rd,
 Texas City, TX 77581 County: Galveston

Date: 03/22/2013
 File No.: Wammel

The Good Faith Estimate you received from the Originator identifies specific settlement services that are required in order for you to close your loan. Below is a list compiled by the Originator that identifies providers who offer those required settlement service. You do not need to pick any of the providers on the list and may shop for any of these required services.

4. Title Service and Lender's Title Insurance

Stewart Title 2251 CR 94, Suite 101 Pearland, TX 77584	(P)281-412-6900	(F)281-412-6161
--	-----------------	-----------------

5. Owner's Title Insurance

Stewart Title 2251 CR 94, Suite 101 Pearland, TX 77584	(P)281-412-6900	(F)281-412-6161
--	-----------------	-----------------

6. Required services that you can shop for

Pest Inspection

Pro-Surv Surveying and Mapping P.O. Box 1366 Friendswood, TX 77549	(P)281-996-1113	(F)281-996-0112
--	-----------------	-----------------

Bryant Financial, NMLS# 278208 | Originator: Lindsay Elizabeth Ingells, NMLS# 342595

Application No: **Wammel**

Date Prepared: **03/22/2013**

CREDIT LIFE/CREDIT DISABILITY:

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature:
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

INSURANCE:

The following insurance is required to obtain credit:

- Credit life insurance Credit disability
- Property insurance Flood insurance

You may obtain the insurance from anyone you want that is acceptable to creditor.

- If you purchase property flood insurance from creditor
 you will pay \$ for a one year term.

ASSUMPTION:

Someone buying your property

- may
- may, subject to conditions
- may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

- * means an estimate
- all dates and numerical disclosures except the late payment disclosures are estimates.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

 3/22/13
 Applicant: **WAMMEL GROUP LLC** Date

 Applicant Date

 3-22-13
 Prepared By Date

Bryant Financial, NMLS# 278208 | Originator: Lindsay Elizabeth Ingalka, NMLS# 242866

Loan Number: Wammel

INTENT TO PROCEED WITH APPLICATION

Originator: Bryant Financial
4801 Woodway, Suite 300E
Houston, TX 77056
281-860-7649

Applicant(s): WAMMEL GROUP LLC

Property Address: 8101 S Humble Camp Rd.
Texas City, TX 77591

You have applied for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.). In accordance with RESPA, you were given a Good Faith Estimate. However, if you do not express intent to continue with your application on or before 04/05/2013 at 05:00 PM, the loan originator is no longer bound by the Good Faith Estimate.

By signing below, I/we express intent to continue with the application for which a Good Faith Estimate was issued on 03/22/2013.


WAMMEL GROUP LLC Date: 3/22/13

Date

Bryant Financial NMLS# 278208 | Originator: Lindsay Elizabeth Ingalls, NMLS# 342595

Anti-Steering Disclosure - Fixed Loans

Prepared For:
 Arthur F Wammel
 8101 S Humble Camp Rd.
 Texas City, TX 77381

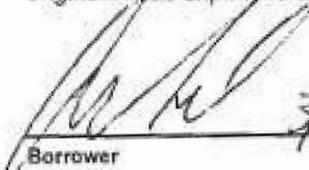
Provided By:
 Bryant Financial
 4801 Woodway, Suite 300E
 Houston, TX 77066
 Ph: 281-860-7649

	Lowest Interest Rate	Lowest Origination Costs	Lowest Interest Rate without Risky Features *
Loan Program			
Closing Cost Scenario			
Sales Price	\$ 912,000.00		
Down Payment	\$ 273,600.00		
Initial Loan Amount	\$ 638,400.00		
Initial Interest Rate	12.500 %		
Term	240 Months		
Due	84 Months		
Interest Only Period			
Monthly Payment	\$ 7,253.12		
Adjusted Origination Charges **	\$ 14,968.00		
Total Estimated Settlement Charges ***	\$ 32,593.22		
Cash to Close	\$ 298,076.22		
Prepayment Penalties	NO		
Balloon Payment	YES		
APR	13.071 %		

* Risky features refers to loan features such as a prepayment penalty or negative amortization.
 ** Adjusted Origination Charges (GFE Block A) is origination charge plus credit or charge(points) for the specific interest rate chosen.
 *** Total Estimated Settlement Charges (GFE Block A+B) is adjusted origination charges plus charges for all other settlement services.

In compliance with the anti-steering prohibitions found in Regulation 12 CFR 226.36(e), we are providing you with this disclosure of loan options. These loan options represent the types of transactions for which you have expressed an interest and are from creditors with whom we regularly conduct business.

By signing below, I acknowledge that I have received a copy of this anti-steering disclosure and that the loan originator has explained these loan options to my satisfaction.

 _____
 Borrower Date 3/22/13

_____ Date

Co-Borrower Date

 _____
 Loan Originator Date 3/22/13

Calyx Form AntiSteer-Fixed.fm (01/2013)

Bryant Financial, NMLSR# 279209 | Originator: Lindsay Elizabeth Ingalls, NMLSR# 342696

SERVICING DISCLOSURE STATEMENT

Originator: Bryant Financial
4801 Woodway, Suite 300E
Houston, TX 77056

Date: 03/22/2013

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.

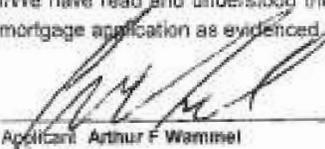
You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer.

"Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

- We may assign, sell or transfer the servicing of your loan while the loan is outstanding.
- We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.
- The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

Acknowledgment of Mortgage Loan Applicant(s)

I/We have read and understood the disclosure, and understand that the disclosure is a required part of the mortgage application as evidenced by my/our signature(s) below:


3/22/13

Applicant: Arthur F. Wammell Date: _____ Applicant: _____ Date: _____

Bryant Financial, NMLS ID 278208 | Originator: Lindsay Elizabeth Ingalls, NMLS ID 342595

Application # : Wammel

TEXAS MORTGAGE COMPANY DISCLOSURE

Residential Mortgage Loan Originator: Lindsay Elizabeth Ingalls

NMLS ID: 342595

Check ALL that apply

Duties and Nature of Relationship

We will submit your loan application to a participating lender which we may from time to time contract upon such terms as you may request or a lender may require. In connection with this mortgage loan, we are acting as an independent contractor and not as your agent.

We will make your loan ourselves. In connection with this mortgage loan, we are acting as an independent contractor and not as your agent.

We will be acting as follows:

How we will be compensated

The retail price we offer you - your interest rate, total points, and fees - will include our compensation. In some cases we may be paid all of our compensation by you or by the lender or investor

Our pricing for your loan is based upon:

CONSUMERS WISHING TO FILE A COMPLAINT AGAINST A MORTGAGE COMPANY OR A LICENSED MORTGAGE COMPANY RESIDENTIAL MORTGAGE LOAN ORIGINATOR SHOULD COMPLETE AND SEND A COMPLAINT FORM TO THE TEXAS DEPARTMENT OF SAVINGS AND MORTGAGE LENDING 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. COMPLAINT FORMS AND INSTRUCTIONS MAY BE OBTAINED FROM THE DEPARTMENTS WEBSITE AT WWW.SML.TEXAS.GOV. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.

THE DEPARTMENT MAINTAINS A RECOVERY FUND TO MAKE PAYMENTS OF CERTAIN ACTUAL OUT OF POCKET DAMAGES SUSTAINED BY BORROWERS CAUSED BY ACTS OF LICENSED MORTGAGE COMPANY RESIDENTIAL MORTGAGE LOAN ORIGINATORS. A WRITTEN APPLICATION FOR REIMBURSEMENT FROM THE RECOVERY FUND MUST BE FILED WITH AND INVESTIGATED BY THE DEPARTMENT PRIOR TO THE PAYMENT OF A CLAIM. FOR MORE INFORMATION ABOUT THE RECOVERY FUND, PLEASE CONSULT THE DEPARTMENT'S WEB SITE AT WWW.SML.TEXAS.GOV.

Applicant(s)
Signed: [Signature]
Name: Arthur F Wammel
Date: 3/22/13
Signed: _____
Name: _____
Date: _____

Residential Mortgage Loan Originator
Signed: [Signature]
Name: Lindsay Elizabeth Ingalls
Date: 3-22-13

Bryant Financial, NMLS# 278208 | Originator: Lindsay Elizabeth Ingalls, NMLS# 142599

MORTGAGE LOAN ORIGATION AGREEMENT

(Warning to Broker: The content of this form may vary depending upon the state in which it is used.)

You **Arthur F Wammel** agree to enter into this Mortgage Loan Origination Agreement with **Bryant Financial** as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with **Bryant Financial** on **03/22/2013**. We are licensed as a "Mortgage Broker" under

SECTION 1. NATURE OF RELATIONSHIP. In connection with this mortgage loan:

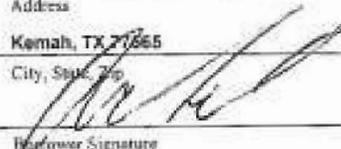
- * We are acting as an independent contractor and not as your agent.
- * We will enter into separate independent contractor agreements with various lenders.
- * While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

SECTION 2. OUR COMPENSATION. The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate.

- * The retail price we offer you - your interest rate, total points and fees - will include our compensation.
- * In some cases, we may be paid all of our compensation by either you or the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- * Also, in some cases, if you would rather pay less up front, you may be able to pay a higher interest rate in which case we will be paid directly by the lender.

We also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender.

By signing below, the mortgage loan originator and mortgage loan applicant(s) acknowledge receipt of a copy of this signed Agreement.

MORTGAGE LOAN ORIGINATOR	APPLICANT(S)
Bryant Financial	Arthur F Wammel
Company Name	Applicant Name(s)
4801 Woodway, Suite 300E	3 Mariners Lane
Address	Address
Houston, TX 77056	Kemah, TX 77665
City, State, Zip	City, State, Zip
281-880-7649 / 281-880-7651	
Phone/Fax	Borrower Signature
	3/22/13
Originator or Authorized Agent Signature	Date
	Co-Borrower Signature
	Date

Calya Form MLOA-FRM (06/11)

Bryant Financial, NMLSR 275208 | Originator: Lindsay, Elizabeth Ingalls, NMLSR 342195

APPLICANT NAME AND ADDRESS
 Arthur F Wammal
 3 Mariners Lane
 Kemah TX, 77565

LENDER (ORIGINATOR) NAME AND ADDRESS
 Bryant Financial
 4801 Woodway, Suite 300E
 Houston, TX 77056
 (P) 281-860-7649, (F) 281-860-7650

Bryant Financial

Your Credit Score and the Price You Pay for Credit

Your Credit Score	
Your credit score	735
	Source: Experian Date: 03/22/2013
Understanding Your Credit Score	
What you should know about credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	<p>Scores range from a low of 320 to a high of 844.</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>
How your score compares to the scores of other consumers	Your credit score ranks higher than 64 percent of U.S. consumers.
Key factors that adversely affected your credit score	<p>18 Number of accounts with delinquency</p> <p>08 Too many inquiries last 12 months</p> <p>10 Ratio of balance to limit on bank revolving or other rev accts too high</p> <p>14 Length of time accounts have been established</p>
Checking Your Credit Report	
What if there are mistakes in your credit report?	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
How can you obtain a copy of your credit report?	<p>Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report -</p> <p><i>By telephone:</i> Call toll-free: 1-877-322-8228</p> <p><i>On the web:</i> Visit www.annualcreditreport.com</p> <p><i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcp/online/include/requestformfinal.pdf) to:</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>
How can you get more information?	For more information about credit reports and your rights under federal law, visit the Consumer Financial Protection Bureau's web site at www.consumerfinance.gov/learnmore .

Page 1 of 2

Calyx Form - cald.fm (08/12)

BUCN00002508

Bryant Financial, NMLS# 278208 | Originator: Lindsay Elizabeth Ingalls, NMLS# 342898

Notice to the Home Loan Applicant

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

The consumer reporting agencies listed below provided a credit score that was used in connection with your home loan application.

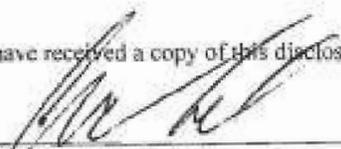
One or more of the following consumer reporting agencies will provide the credit score:

Experian
701 Experian Parkway
P.O. Box 2002
Allen, TX 75013
(888) 397-3742
www.experian.com/reportaccess

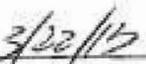
Equifax Credit Information Services
P.O. Box 740241
Atlanta, GA 30374
(800) 685-1111
www.equifax.com

TransUnion
P.O. Box 2000
Chester, PA 19022
(800) 916-8800
www.transunion.com

I have received a copy of this disclosure.



Applicant: Arthur F Wamsel



Date

Bryant Financial, NMLS# 278208 | Originator: Lindsay Elizabeth Ingalls, NMLS# 342096

Borrowers' Certification and Authorization

CERTIFICATION

The Undersigned certify the following:

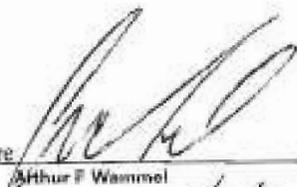
1. I/We have applied for a mortgage loan through Bryant Financial. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that Bryant Financial reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan through Bryant Financial. As part of the application process, Bryant Financial and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Bryant Financial and to any investor to whom Bryant Financial may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history; and copies of income tax returns.
3. Bryant Financial or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.

Borrower Signature _____



Arthur F. Wammol

SSN: REDACTED

Date: 3/22/18

Co-Borrower Signature _____

SSN: _____

Date: _____

Bryant Financial, NML SR 278208 | Originator: Lindsey Elizabeth Ingalls, NML SR 342595

NOTICE TO APPLICANT OF RIGHT TO RECEIVE COPY OF APPRAISAL REPORT

APPLICATION NO: **Wammel** Date: 03/22/2013

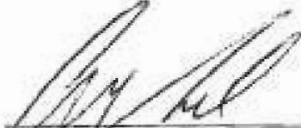
PROPERTY ADDRESS: **8101 S Humble Camp Rd.
Texas City, TX 77591 County: Galveston**

The Equal Credit Opportunity Act (Regulation B) requires creditors to provide applicants with a copy of the appraisal report used in conjunction with their loan application.

Pursuant to the Appraiser Independence Requirements, you are entitled to receive a copy of any appraisal report that is obtained on your behalf, concerning your subject property, at least three business days prior to the closing of your loan. A copy of any and all such appraisal reports will be delivered to you, or may have already been delivered to you, allowing you at least three business days to review the appraisal prior to closing of your loan.

If you wish to proceed with the loan closing, your signature will acknowledge either:

- (1) Your receipt of the appraisal report three or more business days prior to your loan closing, or alternatively;
- (2) That you previously waived your right to review the appraisal report three or more business days prior to the closing of your loan.

 3/22/13 _____
 Arthur F Wammel (Applicant) (Date) (Applicant) (Date)

_____ (Applicant) (Date) _____ (Applicant) (Date)

Copy Form nr.106 (11/11)

Bryant Financial, NMLSR# 273206 | Originator: Lindsay, Elizabeth Ingalls, NMLSR# 362696

Rev. 07/12

FACTS		What Does Bryant Financial Do With Your Personal Information?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also required us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security Number and Income • credit history and credit scores • payment history and assets When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bryant Financial chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information	Does Bryant Financial share?	Can you limit this sharing?	
For our everyday business purposes -- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	No	We Don't Share	
For our marketing purposes -- to offer our products and services to you	No	We Don't Share	
For joint marketing with other financial companies	No	We Don't Share	
For our affiliates' everyday business purposes -- information about your transactions and experiences	No	We Don't Share	
For our affiliates' everyday business purposes -- information about your creditworthiness	No	We Don't Share	
For our affiliates to market to you	No	We Don't Share	
For nonaffiliates to market to you	No	We Don't Share	
Questions?			

Bryant Financial, NMLSR 273288 | Originator: Lindsay Elizabeth Ingalls, NMLSR 242995

Page 2	
Who we are	
Who is providing this notice?	Bryant Financial 4801 Woodway, Suite 330E Houston, TX 77056
What we do	
How does Bryant Financial protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bryant Financial collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • apply for financing or give us your income information • provide employment information or give us your wage statements • show your driver's license
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you State Laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Orvent Financial, NML Set 778208 | Originator: Lindsay Elizabeth Legalla, NML Set 142585

FLOOD DISASTER PROTECTION ACT OF 1973

DATE: 03/22/2013

APPLICATION NO: Wammel

PROPERTY ADDRESS: 8101 S Humble Camp Rd.
Texas City, TX 77591

I/We hereby acknowledge that we have been advised of the Flood Disaster Protection Act of 1973 and the requirements that I/We provide such insurance coverage on any property located within an area designated as a Flood Hazard Area. Should the subject property fall within a flood hazard area as defined in the Act, then I/We authorize its successors and/or assigns to purchase such insurance and I/We further agree to pay promptly the cost thereof.


Arthur F Wammel

3/32/13
(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

Bryant Financial, NMLS# 278308 | Originator: Lindsay Elizabeth Ingalls, NMLS# 242895

DISCLOSURE NOTICES

Date: 03/22/2013

Applicant(s): Arthur F Wammert	Property Address: 8101 S Humble Camp Rd. Texas City, TX 77581
AFFIDAVIT OF OCCUPANCY	
Applicant(s) hereby certify and acknowledge that, upon taking title to the real property described above, their occupancy status will be as follows:	
<input checked="" type="checkbox"/> Primary Residence - Applicant(s) shall occupy, establish, and use the Property as Applicant(s) principal residence within 60 days after closing and shall continue to occupy the Property as Applicant(s) principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.	
<input type="checkbox"/> Secondary Residence - To be occupied by Applicant(s) at least 15 days yearly, as second home (vacation, etc.), while maintaining principal residence elsewhere. (Please check this box if you plan to establish it as your primary residence at a future date (e.g., retirement)).	
<input type="checkbox"/> Investment Property - Not owner occupied. Purchased as an investment to be held or rented.	
The Applicant(s) acknowledge it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning this loan application as applicable under the provisions of Title 18, United States Code, Section 1014.	
 _____ APPLICANT SIGNATURE	_____ CO-APPLICANT SIGNATURE
ANTI-COERCION STATEMENT	
The insurance laws of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subjected to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirement of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.	
I have read the foregoing statement, or the rules of the Insurance Commissioner relative hereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance.	
I have selected the following agencies to write the insurance covering the property described above:	
Brock Insurance Group Insurance Company Name 820 S. Friendship Drive, #103, Friendswood, TX 77546 Agent's Address	Stephanie Brock Agent 281-482-4244 Agent's Telephone Number
 _____ APPLICANT SIGNATURE	 _____ CO-APPLICANT SIGNATURE
FAIR CREDIT REPORTING ACT	
An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of credit denial due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.	
 _____ APPLICANT SIGNATURE	_____ CO-APPLICANT SIGNATURE
FHA LOANS ONLY	
IF YOU PREPAY YOUR LOAN ON OTHER THAN THE REGULAR INSTALLMENT DATE, YOU MAY BE ASSESSED INTEREST CHARGES UNTIL THE END OF THAT MONTH.	
GOVERNMENT LOANS ONLY	
RIGHT TO FINANCIAL PRIVACY ACT OF 1976 - This is a notice to you as required by the Right to Financial Privacy Act of 1976 that the Department of Housing and Urban Development or Department of Veterans Affairs has a right of access to financial records held by a financial institution in connection with the consideration of administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Department of Veterans Affairs without further notice or authorization but will not be disclosed or released to another Government agency or Department without your consent except as required or permitted by law.	
_____ APPLICANT SIGNATURE	_____ CO-APPLICANT SIGNATURE

Calys Form - discnot_frm (9/10)

BUCN00002515

Bryant Financial, NMLS# 378208 | Originator: Lindsay Elizabeth Ingalls, NMLS# 342595

EQUAL CREDIT OPPORTUNITY ACT

APPLICATION NO: Wammel

Date: 03/22/2013

PROPERTY ADDRESS: 8101 S Humble Camp Rd.
Texas City, TX 77591

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this company is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3710, Houston, Texas 77010

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.



Arthur F. Wammel (Applicant) 3/22/13 (Date)

(Applicant) (Date)

Bryant Financial, NMLS# 274208 / Originator: Lindsay Elizabeth Inoate, NMLS# 242596

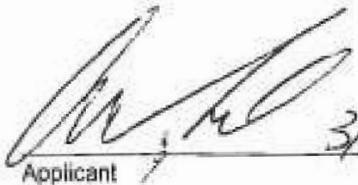
PATRIOT ACT INFORMATION DISCLOSURE

Applicant Name	<u>Arthur F Wammal</u>
Co-Applicant Name	<u></u>
Present Address	<u>3 Mariners Lane, Kemah, TX 77565</u>
Mailing Address	<u>3 Mariners Lane, Kemah, TX 77565</u>

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

I/we acknowledge that I/we received a copy of this disclosure.

 3/22/13
Applicant

Date

Applicant

Date



March 11, 2016

Mr. Arthur Wammel
WAMMEL GROUP LLC
538 W 21st, Suite 63309
Houston, TX 77008-3642

RE: New Payment

Dear Mr. Wammel:

Each year AMI reviews your account and makes any necessary adjustments to your monthly payment. Our calculations are based on the following information (see enclosures):

**Pro-Forma Ad-Valorem & Insurance Payments
Privacy Notice**

Your **new payment beginning April 2, 2016 is \$9,300.00** (\$7,255.43 principal and interest; \$2,044.57 tax and insurance escrow). Please use the enclosed coupons when making your payments.

Please call should you have any questions.

Cordially,



Kim Lam

Enclosures

1.1

PRO-FORMA AD-VALOREM & INSURANCE PAYMENTS**Wammel Group LLC**

MONTH	ESCROW	DISTRIBUTIONS	BALANCE	EXPLANATION
March-16	\$0.00	\$0.00	\$5,449.82	Escrow Balance
April-16	\$2,044.57	\$0.00	\$7,494.39	
May-16	\$2,044.57	-\$8,592.00	\$946.96	Estimated 2016-2017 Insurance payments
June-16	\$2,044.57	\$0.00	\$2,991.53	
July-16	\$2,044.57	\$0.00	\$5,036.10	
August-16	\$2,044.57	\$0.00	\$7,080.67	
September-16	\$2,044.57	\$0.00	\$9,125.24	
October-16	\$2,044.57	\$0.00	\$11,169.81	
November-16	\$2,044.57	\$0.00	\$13,214.38	
December-16	\$2,044.57	\$0.00	\$15,258.95	
January-17	\$2,044.57	-\$16,940.52	\$363.00	Estimated 2016 Tax Ad-Valorem

BUCN00002519

EXHIBIT A-7

Wammelgroup GENERAL PARTNERSHIP AGREEMENT

OF

Wammel Group LLC.

THIS GENERAL PARTNERSHIP AGREEMENT of Wammel Group LLC effective as of May 3rd, 2013, by and between Wammel Group LLC (General Partner/Managing Partner), and Steve Garrett (Limited Partner).

ARTICLE I.

CERTAIN DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

1.1. Act. The Revised Uniform Partnership Act (1994), as may be amended from time to time.

1.2. Affiliate. An Affiliate of a specified Person is (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such specified person, (ii) any Person which is an officer, director, partner (other than a partner as a result of this Agreement) or trustee of, or serves in a similar capacity with respect to, such specified Person, (iii) any Person which is directly or indirectly the owner of more than ten percent (10%) of any class of equity securities of such specified Person, and (iv) the parents, siblings, children or spouse of such specified Person.

1.3. Agreement. This General Partnership Agreement as the same may be amended from time to time.

1.4. Available Cash. That sum of cash resulting from normal business operations of the Partnership, and from any other income or funds derived from Partnership property which the Partner Wammel Group LLC reasonably determine[s] to be available for distribution to the Partners after payment of all cash expenditures, including, but not limited to, to the extent applicable, taxes, principal and interest payments on all Partnership indebtedness (including loans from any of the Partners and their Affiliates to the Partnership), insurance, brokerage fees, accounting and legal fees, supplies, ordinary and necessary business expenses and the setting aside of any amounts which the Partners Wammel Group LLC Inc reasonably determine[s] are necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.5. Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with the following provisions:

1.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits, and any items of income, gain, loss deduction or credit that are specially allocated pursuant to Article VIII hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

1.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Article VIII hereof, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

1.5.3 In the event that the book value of the Partnership assets is adjusted pursuant to the Code, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Partnership recognized Profit or Loss equal to the respective amounts of such aggregate net adjustments immediately before the event causing the adjustment to book value.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such modification. The Partners [Managing Partner] shall adjust the amounts debited or credited to Capital Accounts with respect to (i) any property contributed to the Partnership or distributed to a Partner, and (ii) any liabilities that are secured by such contributed or distributed property or that are assumed by the Partnership or a Partner, in the event the Partners [Managing Partner] reasonably determine[s] that such adjustments are necessary or appropriate pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv). The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

1.6. Capital Contribution. The amount in cash and the value of property contributed by the Partners to the equity of the Partnership, whether initial Capital Contributions in accordance with Section 6.2 hereof or additional Capital Contributions in accordance with Section 6.3 hereof. Any reference in this Agreement to the Capital Contribution of either a Partner or any permitted assignee of a Partner includes any Capital Contribution previously made by any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not borrowed nor owned to another party.

1.7. Cash from Sales, Financing or Condemnation. The net cash realized by the Partnership by virtue of the sale, financing, refinancing, condemnation or disposition of the Partnership's property, in whole or in part, after repayment of applicable debt and the payment of all expenses and amounts required to be paid under the instruments evidencing or relating to such debt and all expenses related to the transaction and the retention of such amounts as the Partners [Managing Partner] may reasonably determine to be necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.8. Code. The Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

1.9. Distributions. Any cash or other property distributed to a Partner as a result of its ownership of Partnership Interests (or the assignee of a Partner's Transferable Interest as a result of its ownership of the Transferable Interest), including but not limited to distribution of Available Cash and distribution of Cash from Sales, Financing or Condemnation and distributions in complete or partial liquidation of the Partnership.

1.10. Managing Partner. Wammel Group LLC

1.11. Partner or Partners. Steve Garrett and any substitute, successor or additional partners as provided herein.

1.12. Partnership. Wammel Group LLC, a Texas Limited Liability Company.

1.13. Partnership Interest. All of a Partner's interest in the Partnership, including the Partner's Transferable Interest and all management and other rights.

1.14. Percentage Interest. The percentage interest of a Partner in the Partnership's allocation of Profits, Losses, Available Cash, Cash from Sales, Financing or Condemnation and capital of the Partnership, subject to the terms and conditions of this Agreement, and as set forth opposite its name on Schedule "A" attached hereto and incorporated herein by reference.

1.15. Person. Any individual, corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, governmental subdivision, agency or instrumentality or any other legal or commercial entity.

1.16. Profits or Losses. For each fiscal year, an amount equal to the Partnership's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.16.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

1.16.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income or loss;

1.16.3 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

1.16.4 Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 8.3 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Section 8.3 hereof shall be determined by applying rules analogous to those set forth in this Section.

1.17. Treasury Regulations. Regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions thereto.

1.18. Substitute Partner. A Person who succeeds to the Partnership Interest of any Partner, by sale, exchange, assignment or otherwise, and who has been substituted for such Partner, as provided herein but does not include the transferee of a Partner's Transferable Interest.

1.19. Transferable Interest. Only the Partner's share of Profits and Losses of the Partnership and right to receive Distributions.

ARTICLE II.

FORMATION OF PARTNERSHIP

2.1. Formation and Name. By this Agreement and pursuant to the Revised Uniform Partnership Act (1994), the Partners hereby agree to form a general partnership doing business as Wammel Group LLC or such other name as is

approved by the Partners and such name shall be used at all times in connection with the Partnership's business and affairs. The Partners shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Partnership and shall cause such certificates to be filed in all appropriate public records.

2.2. Term. The term of the Partnership shall commence on the date hereof and shall continue in existence until *January 1, 2040*, unless sooner terminated as provided herein or by law.

[2.3. Partnership Registration Statement. The Partners shall execute and file with the Department of State of the State Texas, a "Partnership Registration Statement" in the name of the Partnership in accordance with [a non-uniform statute] and amend and cancel such Partnership Registration Statement from time to time consistent with this Agreement.]

ARTICLE III.

BUSINESS OF THE PARTNERSHIP

The purpose and character of the business of the Partnership shall be to invest in stocks, options, and various derivative contracts and to engage in any and all activities related or incidental to carrying out the foregoing, and to conduct and engage in any and all activities permitted by law in furtherance of the business of the Partnership

ARTICLE IV.

ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 3 Mariners Lane, Kemah Tx 77565. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

4.2. Partners' Addresses. The addresses of the Partners shall be those stated on Schedule "A" attached hereto and incorporated herein by reference. A Partner may change such address by written notice to the other Partners, which notice shall become effective upon receipt.

ARTICLE V.

TITLE

Title to all Partnership assets shall be in the name of the Partnership.

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

6.1. Amount of Capital. The capital of the Partnership shall be the total amount of Capital Contributions to the Partnership by the Partners.

6.2. Initial Capital Contribution by the Partners. Simultaneous with the execution of this Agreement, the Partners shall make the following contributions to the capital of the Partnership:

6.2.1 Capital Contribution —\$226,000.00 with the first monthly cash disbursement of share of profits paid on the first Friday following the 3rd Friday of each month, but no later than the 1st day of the month, with the 1st distribution paid on the 4th Friday of the following month from the 30th day from transfer of capital. Holidays move the deposit to the next business day.

6.3. Additional Capital Contributions.

Such additional capital contributions shall be made by the Partners within twenty (20) business days after written notice is received by such Partner setting forth the amount of additional capital required.

6.4. Default in Obligations To Make Additional Capital Contributions.

6.5. No Assessment on Partners. No Partner shall be assessed or be liable for additional Capital Contributions in excess of its stated initial Capital Contribution specified in Section 6.2 and any additional Capital Contributions required pursuant to Section 6.3.

6.6. Withdrawal and Return of Capital. No Partner shall have the right to withdraw any of its initial capital without the consent of all the Partners, except upon dissolution and liquidation of the Partnership. Upon circumstances requiring a return of any Capital Contribution, no Partner shall have the right to receive property other than cash except as may be specifically provided herein. Upon approval, capital may be withdrawn 120 days from the approved request.

6.7. Capital Accounts. There shall be established on the books and records of the Partnership a Capital Account for each Partner. The Capital Account for each Partner shall at all times be maintained and adjusted according to the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.8. Representations and Warranties of Partners. Each of the Partners hereby represents and warrants to the other Partners that it (a) is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) has duly executed and delivered this Agreement; and (c) has full right, power and authority to execute and deliver this Agreement and to perform each of its obligations hereunder.

ARTICLE VII.

DISTRIBUTIONS

7.1. Distributions of Profits of Cash from Sales, Financing or Condemnation. Distributions of Available Cash and Cash from Sales, Financing or Condemnation shall be made periodically at such intervals as shall be determined in the absolute discretion of Wammel Group LLC. Subject to the foregoing, such Distributions shall be allocated to the Partners in the following order of priority:

7.1.1 Distributions made 60 days immediately following the first 12 months.

ARTICLE VIII.

ALLOCATION OF PROFITS AND LOSSES FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income and gains from sales or exchanges of property (net of losses) for each fiscal year, shall be allocated, on an annual or more frequent basis as determined by the Code and Treasury Regulations promulgated there under, to each Partner, in the following order of priority:

Notwithstanding the foregoing, the Losses shall be allocated among the Partners such that the Losses allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount of Losses that can be allocated without causing such Partner to have a negative Capital Account at the end of the fiscal year.

8.3. Special Allocations.

None

8.4. 704(c) Allocations. Any income, gain, loss or deduction with respect to property contributed to the Partnership by a Partner (as required under Code Section 704(c)) will, solely for tax purposes, be allocated among the Partners to take into account the variations between the basis of property contributed to the Partnership and the fair market value of such property in the manner provided in Code Section 704(c). Any elections or other decisions relating to such allocations shall be made by the Partners [Managing Partner] in any manner which reasonably reflects the purpose and intent of this Agreement. Allocations pursuant to this Section 8.4 shall be solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account, in computing a Partner's Capital Account or share of Profits, Losses or other items or Distributions pursuant to any provision of this Agreement.

ARTICLE IX.

MANAGEMENT OF THE PARTNERSHIP

9.1. Managing Partner; Rights, Power and Authority. Subject to the limitations and provisions set forth herein, the Managing Partner shall have full, exclusive and complete authority and discretion in the management and control of the Partnership business for the purposes herein stated and shall make all decisions affecting the business of the Partnership. No other Partner shall have the rights, power or authority granted in this Section 9.1. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Managing Partner. Subject to the limitations and provisions set forth herein, the Managing Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the Managing Partner's sole judgment and discretion, are necessary, proper, or desirable in connection with its role and function as Managing Partner of the Partnership. Further, the Managing Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the Managing Partner permitted by this Agreement shall constitute an act of and serve to bind the Partnership.

9.2. Matters Requiring Joint Decision of the Partners. Notwithstanding the rights, power and authority given to the Managing Partner pursuant to Section 9.1 hereof, the rights, power and authority of the Managing Partner shall not include the activities set forth in this Section 9.2 or any other provision of this Agreement requiring the consent or approval of each Partner, which shall be expressly retained for the [unanimous] decision of the Partners and shall be subject to the [unanimous] written approval of the Partners:

9.3. Vote of Partners. Each Partner shall have an equal vote with respect to the matters set forth in Section 9.2 hereof and all other matters requiring the approval, consent or other determination of the Partners, irrespective of the Partners' respective Percentage Interests.

9.4. Upon removal of Managing Partner, the partnership will cease to exist and all capital returned to partners.

9.5. Duties and Obligations of the Partners.

9.5.1 The Partners shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a general partnership under the laws of the State of Texas.

9.5.2 Each of the Partners shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder. Nothing herein shall prohibit the Partners and their respective Affiliates from engaging in any other business activities during the term of the Partnership, including activities which may be competitive with the Partnership, and nothing shall give the other Partners any interest in any such competitive activities.

9.5.3 The Partners shall, in connection with the performance of their duties hereunder, comply, and shall cause the Partnership to comply, in all respects with the laws of the United States, the State of Texas and any other applicable jurisdiction, and with the rules and regulations of any governmental Person promulgated there under.

9.6. A Partner's Duty of Loyalty. Each Partner agrees: (a) to account to the Partnership and hold as trustee for the Partnership any property, profit or benefit derived by such Partner in the conduct and winding up of the Partnership business or derived from a use by the Partner of Partnership property, including the appropriation of a Partnership opportunity, and (b) to refrain from dealing with the Partnership in the conduct or winding up of the Partnership business as or on behalf of a party having an interest adverse to the Partnership.

9.7. Indemnification of the Partners. Neither of the Partners nor any of their respective Affiliates shall be liable to the Partnership or any Partner for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Partner. The Partnership shall, to the fullest extent permitted by law, but only to the extent of the assets of the Partnership, and without recourse to the separate assets of the Partners, indemnify and save harmless each of the Partners from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Partners shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Partner or Affiliates, in connection with the defense of any suit or action to which such Partner or its Affiliates are made a party by reason of its position as a Partner or an affiliate of such Partner herein, to the fullest extent permitted under the provisions of this Agreement, the Act or any other applicable statute. Nothing herein shall make any affiliate of a Partner liable in any way for the acts, omissions, obligations or liabilities of a Partner.

9.8. Statement of Partnership Authority. The Partners shall execute and file a "Statement of Partnership Authority" in the name of the Partnership pursuant to Section 303 of the Act which shall state (a) the names of the Partners authorized to execute an instrument transferring real property in the name of the Partnership, if any, and (b) the authority, or limitations on the authority of some or all of the Partners to enter into other transactions on behalf of the Partnership pursuant to Article IX of this Agreement, and any other matter. The Statement of Partnership Authority shall be filed with the Department of State of the State of Texas and in the office for recording transfers of real property in each county in which the Partnership owns real property, if any. The Partners shall amend or cancel such Statement of Partnership Authority from time to time consistent with this Agreement. Each Partner hereby agrees not to file a "Statement of Denial" pursuant to Section 304 of the Act denying any fact which would be inconsistent with the authority granted to a Partner pursuant to this Agreement.

ARTICLE X.

DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 No Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest without the prior written consent of the other Partner, which consent may be withheld in the other Partner's absolute discretion. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the stock or other ownership interest in a Partner shall be a prohibited disposition. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its Partnership Interest or the stock or other ownership interest in such Partner to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest under the Securities Act of 1933, as amended, (ii) would not be in violation of any securities laws (including investment suitability standards) of any jurisdiction applicable to the Partnership, and (iii) would not result in the termination of the Partnership under Code Section 708.

10.1.3 Nothing contained in this Article X shall be deemed to prohibit any Partner from transferring to any Person its Transferable Interest; provided that no such assignment of a Partner's Transferable Interest shall entitle the transferee to become a Partner, to interfere or otherwise participate in the management or conduct of the affairs or business of the Partnership, to require access to any information on account of Partnership transactions or to inspect the books and records of the Partnership. The transferee Partner's sole connection with or rights against the Partnership or any other Partner is (i) to receive, in accordance with the transfer, Distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Partnership business, in accordance with the transfer, an account of Partnership transactions only from the date of the latest account agreed to by all of the Partners and the net amount otherwise distributable to the transferor. The transferor Partner retains the rights and duties of a Partner other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Partner under this Agreement or the Act. The Partnership shall, upon receipt of written notice of transfer of the Partner's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Partnership's books in accordance with this provision. The Partnership shall not give effect to the transfer of a Partner's Transferable Interest until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

10.2. Admission of Substitute Partner.

10.2.1 Subject to the other provisions of this Article, an assignee of the Partnership Interest of a Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Partnership Interest) shall be deemed admitted as a Substitute Partner of the Partnership only upon the satisfactory completion of the following:

10.2.1.1 Consent of the other Partners (which may be given or withheld in the other Partner's sole discretion) shall have been given, which consent may be evidenced by the execution by the other Partners of a certificate evidencing the admission of such person as a Partner.

10.2.1.2 The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Partners may reasonably require in order to accomplish the admission of such person as a Partner.

10.2.1.3 If the assignee is not an individual, the assignee shall have provided the Partners with evidence satisfactory to counsel for the Partnership of its authority to become a Partner under the terms and provisions of this Agreement.

10.2.1.4 The assignee shall have paid all reasonable legal fees and administrative costs of the Partnership and the Partners and filing and publication costs in connection with its substitution as a Partner.

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner, pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

10.3. Rights of Assignee of Partnership Interest of a Partner.

10.3.1 Subject to the provisions of Section 10.1 hereof, and except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Partner of its Partnership Interest until the Partnership has received notice thereof, which notice must include such information and documentation with respect to the assignment as the Partners may require.

10.3.2 Any person who is the assignee of all or any portion of a Partner's Partnership Interest, but does not become a Substitute Partner, and desires to make a further assignment of such Partnership Interest, shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Partner desiring to make an assignment of its Partnership Interest.

10.3.3 An assignee who has not been substituted as a Partner shall not be counted for purposes of any matter requiring the consent of the Partners.

10.4. Contravention Voids Assignment. Any sale, hypothecation, pledge, transfer, assignment or other disposition in contravention of this Agreement shall be void and ineffective and shall not bind or be recognized by the Partnership.

ARTICLE XI.

DISSOCIATION OF A PARTNER

11.1. Dissociation. A Partner is dissociated from the Partnership upon the occurrence of any of the following events:

11.1.1 The Partnership having received written notice of the Partner's express will to immediately withdraw as a partner or withdraw on a later date specified by the Partner;

11.1.2 The Partner's expulsion by a unanimous vote of the other partners if:

11.1.2.1 It is unlawful to carry on the Partnership business with such Partner;

11.1.2.2 There has been a transfer of all or substantially all of such Partner's Transferable Interest in the Partnership other than a permitted transfer for security purposes, or a court order charging the Partner's Partnership Interest, which has not been foreclosed;

11.1.2.3 Within 90 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

11.1.2.4 A partnership that is a Partner has been dissolved and its business is being wound up;

11.1.3 On application by the Partnership or another Partner, the Partner's expulsion by judicial determination because:

11.1.3.1 The Partner engaged in wrongful conduct that adversely and materially affected the Partnership's business;

11.1.3.2 The Partner willfully or persistently committed a material breach of the Agreement or of a duty owed to the Partnership or the other Partners under Sections 9.6 or 14.5 hereof;

11.1.3.3 The Partner engaged in conduct relating to the Partnership's business which makes it not reasonably practicable to carry on the business in partnership with the Partner;

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

11.1.4.3 Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner or of all or substantially all of such Partner's property; or

11.1.4.4 Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Partner or of all or substantially all of the Partner's property obtained without the Partner's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

11.1.5 In the case of a Partner who is an individual:

11.1.5.1 The Partner's death;

11.1.5.2 The appointment of a guardian or general conservator for the Partner; or

11.1.5.3 A judicial determination that the Partner has otherwise become incapable of performing the Partner's duties under the Agreement;

11.1.6 In the case of a Partner that is a trust or is acting as a Partner by virtue of being a trustee of a trust, distribution of the trust's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor trustee;

11.1.7 In the case of a Partner that is an estate or is acting as a Partner by virtue of being a personal representative of an estate, distribution of the estate's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor personal representative;

11.1.8 Termination of a Partner who is not an individual, partnership, corporation, trust, or estate; or

11.1.9 The Partner's direct or indirect transfer of all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.2. Purchase of Dissociated Partner's Partnership Interest.

11.2.1 If a Partner is dissociated from the Partnership without resulting in a dissolution and winding up of the Partnership business under Section 11.1 hereof, the Partnership shall cause the dissociated Partner's Partnership Interest to be purchased for a "Buyout Price" determined pursuant to Section 11.2.2. hereof.

11.2.2 The Buyout Price of a dissociated Partner's Partnership Interest is the amount that would have been distributable to the dissociating Partner under Section 12.3.3 hereof if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value of the assets or the value of the assets based upon a sale of the entire business as a going concern without having the dissociated Partner and the Partnership wind up as of such date. Interest shall be paid from the date of the Partner's dissociation to the date of payment of the Buyout Price.

11.2.3 Damages for wrongful dissociation under Section 11.3 hereof, and all other amounts owing, whether or not presently due, from the dissociated Partner to the Partnership, shall be offset against the Buyout Price. Interest shall be paid from the date the amount owed by the dissociated Partner becomes due to the date of payment.

11.2.4 A Partnership shall indemnify a dissociated Partner whose interest is being purchased against all Partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated Partner.

11.2.5 If no agreement for the Buyout Price to be paid for the purchase of a dissociated Partner's Partnership Interest is reached within 60 days after a written demand for payment, the Partnership shall pay, or cause to be paid, in cash to the dissociated Partner the amount the Partnership estimates to be the Buyout Price and accrued interest, reduced by any offsets and accrued interest under Section 11.2.3 hereof.

11.2.6 If a deferred payment is authorized under Section 11.2.8 hereof, the Partnership may tender a written offer to pay the amount it estimates to be the Buyout Price and accrued interest, reduced by any offsets under Section 11.2.3 hereof, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.

11.2.7 The payment or tender required by Sections 11.2.5 or 11.2.6 hereof must be accompanied by the following:

11.2.7.1 A statement of Partnership assets and liabilities as of the date of dissociation;

11.2.7.2 The latest available Partnership balance sheet and income statement, if any;

11.2.7.3 An explanation of how the estimated amount of the payment was calculated; and

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 120 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

11.2.8 A Partner who wrongfully dissociates is not entitled to payment of any portion of the Buyout Price until the expiration of the term of the Partnership or completion of the undertaking, unless the Partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the Partnership. A deferred payment must be adequately secured and shall bear interest.

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatious, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

11.3. Wrongful Dissociation.

11.3.1 Each Partner hereby agrees not to voluntarily dissociate without the consent of all of the other Partners. Accordingly, a Partner's dissociation is wrongful if, before the expiration of the term of this Agreement, the Partner:

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 90 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

11.3.1.2 Is expelled by judicial determination under Section 11.1.3 hereof; or

11.3.1.3 Directly or indirectly transfers all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.3.2 A Partner who wrongfully dissociates is liable to the Partnership and to the other Partners for damages caused by dissociation. This liability is in addition to any other obligation of such Partner to the Partnership or the other Partners.

11.4. Effect of Dissolution. A Partner's right to participate in the management and conduct of the Partnership terminates upon its dissociation with the Partnership except that a Partner who has not wrongfully dissociated may, after dissolution of the Partnership, participate in winding up the Partnership's business.

11.5. Statement of Dissociation. The Partnership shall file a "Statement of Dissociation" under Section 704 of the Act after the dissociation of a Partner. The Statement of Dissociation shall be filed with the Department of State of the State of Texas and in the Office for recording transfers of real property in each county in which the Partnership owns real property, if any.

ARTICLE XII.

DISSOLUTION

12.1. Dissolution. The Partnership shall be dissolved and terminated upon the earliest to occur of the following:

12.1.1 The expiration of ninety (90) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

12.1.2 The Partners mutually agree in writing to terminate the Partnership;

12.1.3 The expiration of the term of the Partnership;

12.1.4 The sale or other disposition of all or substantially all of the Partnership assets by the Partnership;

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within ninety (90) days after notice to the Partnership of such event; or

12.1.6 Entry of a decree of judicial determination of dissolution under the Act.

12.2. Effective Date of Dissolution. Dissolution of the Partnership shall be effective on the earlier 180 days or the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in Section 12.3.3 below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership.

12.3.2 *Management Rights During Winding up.* During the period of the winding up of the affairs of the Partnership, the rights and obligations of the Partners, except a Partner who has wrongfully dissociated, set forth herein with respect to the management of the Partnership shall continue. For purposes of winding up, the Partners shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Partnership assets in accordance with the terms of this Agreement.

12.3.3 *Liquidation.* Upon dissolution of the Partnership, the Partners, other than a Partner who has wrongfully dissociated, shall wind up the affairs of the Partnership and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the independent certified public accountants then acting for the Partnership, setting forth the assets and liabilities of the Partnership. A copy of such statement shall be furnished to each of the Partners within thirty (30) days after such dissolution. Thereafter, the Partners, other than a Partner who has wrongfully dissociated, shall, in their sole and absolute discretion, either liquidate the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof or determine to distribute all or part of the assets in kind. Any proceeds from liquidation, together with any assets which the Partners, other than a Partner who has wrongfully dissociated, determine to distribute in kind, shall be applied in the following order:

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership. Any reserves shall be established or continued which the Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be held by the Partnership for the purpose of disbursement in payment of any

of the aforementioned contingencies, and at the expiration of such period as the Partners shall deem advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Article; and

12.3.3.2 Then, to the Partners pro rata in accordance with the positive Capital Account balances of the Partners.

Any assets of the Partnership to be distributed in kind shall be distributed on the basis of the fair market value thereof and may be distributed to any Partner entitled to any interest in such assets as a tenant-in-common with all other Partners so entitled.

In addition, no Partner shall be required to contribute any amounts to the Partnership solely by reason of a deficit balance in such Partner's Capital Account upon liquidation of such Partner's Interest in the Partnership.

12.4. Statement of Dissolution. After dissolution, Partners, other than a Partner who has wrongfully dissociated, shall file a Statement of Dissolution pursuant to Section 805(a) of the Act.

12.5. Termination. Upon the completion of the distribution of Partnership assets as provided in this Section 12.4, the Partners shall take such other actions as may be necessary to terminate completely the Partnership.

ARTICLE XIII.

BOOKS AND RECORDS: REPORTS

13.1. Books and Records. The Managing Partner shall maintain on behalf of the Partnership adequate books and records of the Partnership at the chief executive office of the Partnership, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or its designated representative shall have the right during ordinary business hours of the Partnership to have access to and inspect and copy the contents of said books or records. The Partnership may impose a reasonable charge, covering the costs of labor and material, for copies of documents furnished.

13.2. Reports. Each Partner shall be furnished quarterly by the Partnership with (i) [annual] [unaudited] financial statements for the 2013 then ended within 90 days of such 2013, which shall be prepared in accordance with generally accepted accounting principles by an independent certified public accountant, and (ii) a report of the activities of the Partnership during the period covered by the report.

13.3. Tax Information. Necessary tax information for the preparation of the Partners' federal income tax returns shall be delivered to the Partners on an annual basis. Every reasonable effort shall be made by the Partners to cause the Partnership to furnish such information within [90] days after the end of the Partnership's fiscal year. The tax returns of the Partnership shall be approved by the Partners.

13.4. Tax Election. All tax elections on behalf of the Partnership may be made or rescinded in the discretion of the Partners, including, but not limited to, election under Section 754 of the Code on behalf of the Partnership. Adjustments available under Section 743 of the Code as a result of such election shall be taken into account by the Partners affected thereby on their individual Federal income tax returns and by the Partnership and shall not be taken into account in computing the Profits and Losses of the Partnership for purposes of this Agreement.

13.5. Tax Controversies. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership or an individual Partner or Partners as a result of being a Partner in the Partnership, the outcome of which may adversely affect the Partnership either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to oppose such proposed deficiency, including, without limitation, attorneys' and accountants' fees. The Managing Partner shall act as the

"Tax Matters Partner" as defined under Section 6231(a)(7) of the Code; provided, however, that all decisions relating to settling or refusing to settle any controversy with the Internal Revenue Service shall be approved by the Partners.

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year. For accounting and federal income tax purposes, the Partnership shall report its operations and profits and losses in accordance with the method determined by the Partners.

ARTICLE XIV.

GENERAL PROVISIONS

14.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Partners for this purpose shall be those stated on Schedule "A" attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

14.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas both substantive and remedial.

14.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

14.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Partners and their personal representative, successors and assigns.

14.5. Dealings in Good Faith; Best Efforts. Each Partner hereby agrees to discharge its duties to the Partnership and the other Partners under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Partner further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Partner agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

14.6. Additional Partners. Each substitute, additional or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Managing Partner shall determine. By so signing, each substitute, additional or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until the provisions of Article X hereof, as applicable, shall have been satisfied.

14.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

14.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

14.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

14.11. Gender. Words of the masculine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

14.12. Attorneys' Fees. In the event any Partner institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

14.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, Partnership, association or other entity, other than the parties hereto and their respective legal representatives and permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this General Partnership Agreement on the date first above written.

PARTNERS:

Wammel Group LLC.

A handwritten signature in black ink, appearing to be "Wammel", written over a horizontal line.

Steve Garrett

A handwritten signature in black ink, appearing to be "S. Garrett", written over a horizontal line.

SCHEDULE A.

PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND PROFIT PERCENTAGE INTERESTS

Name	Address	Capital Contribution
Steve Garrett	8101 S. Humble Comp TX CITY TX 77190	\$226,000.00

EXHIBIT A-8

THIS SPACE PROVIDED FOR RECORDER'S USE

WHEN RECORDED RETURN TO:
Wammel Group LLC, c/o Art Wammel
3 Mariners Lane
Kemah Texas 77565

CONTRACT FOR DEED

This Contract ("Contract") is effective as of May 16, 2013 by and between

- Wammel Group LLC c/o Art Wammel, a single person, hereinafter referred to as "SELLER", whether one or more, and
- Steven Garrett, 8101 S Humble Rd, Texas City, Galveston County, Texas, 77590, hereinafter referred to as "BUYER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth.

PROPERTY. The property sold under this contract is located at 8101 S Humble Rd, Texas City, Texas, 77590 in Galveston County and is legally described as

ABST 180 J Sellers sur TR 37, Galveston County 8101 Humble Camp Road Texas City, Tx 77591

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$902,000.00 with interest from May 16, 2013, on the unpaid principal at the rate of 12.5% per annum. The Seller hereby acknowledges receipt of a down payment or earnest money totaling \$226,000.00 which shall be deducted from the total purchase price indicated above.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 12.5% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$8,960.00, which includes taxes and insurance, beginning on June 01, 2013, and continuing until April 16, 2020, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE. The Buyer promises to pay a late charge of \$360.00 for each installment that remains unpaid more than 5 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract by making payment in full of the then remaining unpaid principal and accrued interest.

ENCUMBRANCES. The Seller guarantees no additional mortgages or loans will be taken on this property without the consent of the Buyer. In the event the Seller defaults on any mortgage on the Property, the Buyer can pay on the mortgage and receive credit under this Contract for all payments. The Seller herein discloses the Property sold under this contract is currently encumbered in the following manner:

JLE Investors Inc
700 N Post Oak STE 208
Houston, Texas, 77024
\$631,400.00

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 12.5% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$8,960.00, which includes taxes and insurance, beginning on June 01, 2013, and continuing until April 16, 2020, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE. The Buyer promises to pay a late charge of \$360.00 for each installment that remains unpaid more than 5 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract by making payment in full of the then remaining unpaid principal and accrued interest.

ENCUMBRANCES. The Seller guarantees no additional mortgages or loans will be taken on this property without the consent of the Buyer. In the event the Seller defaults on any mortgage on the Property, the Buyer can pay on the mortgage and receive credit under this Contract for all payments. The Seller herein discloses the Property sold under this contract is currently encumbered in the following manner:

JLE Investors Inc
700 N Post Oak STE 208
Houston, Texas, 77024
\$631,400.00

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

INSURANCE. Seller agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Seller shall immediately notify the Buyer of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

TAXES AND ASSESSMENTS. Seller agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Seller shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 10 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 10 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements,

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Texas.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

TAX EXEMPTION. Seller will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.

POTENTIAL ANNEXATION. If the property that is the subject of this contract is located outside the limits of a municipality, the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.

**NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT
ASSESSMENT TO GALVESTON COUNTY CONCERNING THE PROPERTY AT
8101 S HUMBLE RD, TEXAS CITY, TEXAS 77590**

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

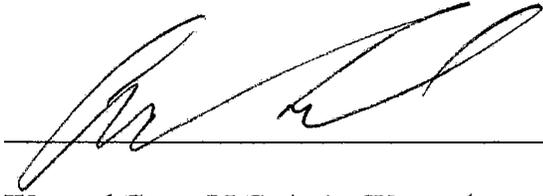
assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

Date: _____

Signature of Purchaser: Steven Garrett

Deed Drafted By: Art Wammel
3 Mariners Lane
Kemah, Texas, 77565
713-493-0555

DATED: 5/16/13



Wammel Group LLC c/o Art Wammel
3 Mariners Lane
Kemah, Texas, 77565

STATE OF TEXAS, COUNTY OF GALVESTON, ss:

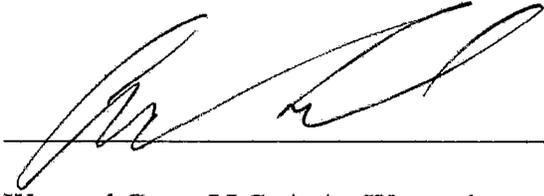
This instrument was acknowledged before me on this _____ day of _____,
_____ by Wammel Group LLC c/o Art Wammel.

Notary Public

Title (and Rank)

My commission expires

DATED: 5/16/13



Wammel Group LLC c/o Art Wammel
3 Mariners Lane
Kemah, Texas, 77565

STATE OF TEXAS, COUNTY OF GALVESTON, ss:

This instrument was acknowledged before me on this _____ day of _____,
_____ by Wammel Group LLC c/o Art Wammel.

Notary Public

Title (and Rank)

My commission expires

SELLER'S DISCLOSURE NOTICE

CONCERNING THE PROPERTY AT 8101 S Humble Rd, Texas City, Texas 77590

THIS DOCUMENT STATES CERTAIN APPLICABLE FACTS ABOUT THE PROPERTY YOU ARE CONSIDERING PURCHASING.

CHECK ALL THE ITEMS THAT ARE APPLICABLE OR TRUE:

- The property is in a recorded subdivision.
- The property has water service that provides potable water.
- The property has sewer service.
- The property has been approved by the appropriate municipal, county, or state agency for installation of a septic system.
- The property has electric service.
- The property is not in a floodplain.
- The roads to the boundaries of the property are paved and maintained by:
 - the seller;
 - the owner of the property on which the road exists;
 - the municipality;
 - the county; or
 - the state.
- No individual or entity other than the seller:
 - (1) owns the property;
 - (2) has a claim of ownership to the property; or
 - (3) has an interest in the property.

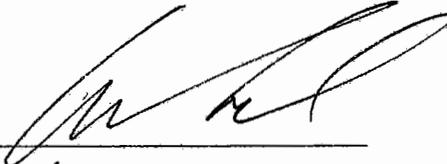
_____ There are no restrictive covenants, easements, or other title exceptions or encumbrances that prohibit construction of a house on the property.

NOTICE: SELLER ADVISES PURCHASER TO:

- (1) OBTAIN A TITLE ABSTRACT OR TITLE COMMITMENT COVERING THE PROPERTY AND HAVE THE ABSTRACT OR COMMITMENT REVIEWED BY AN ATTORNEY BEFORE SIGNING A CONTRACT OF THIS TYPE; AND
- (2) PURCHASE AN OWNER'S POLICY OF TITLE INSURANCE COVERING THE PROPERTY.

5/16/13

Date



Arthur Ammar

Date

EXHIBIT A-9

SEC v. Bryant III and BUCF
Summary of Payments and Transfers made
between Wammel Group LLC and Stephen Garrett

Description	Amount
Total Mortgage Downpayment Amount Sent from Garrett to Wammel Group LLC [a][c]	\$226,000
Total Monthly Mortgage Payments Sent from Garrett to Wammel Group LLC [a]	426,540
Total Mortgage Related Payment Sent to Wammel Group from Garrett	652,540
Total Investment Amount Sent from Garrett to Wammel Group LLC [a][c]	646,000
Total Disbursement Amount Returned from Wammel Group LLC to Garrett [b]	(808,766)
Net Amount from Investment Related Transactions	(162,766)

Sources:

- [a] Wammel Group LLC Wells Fargo Bank statements for account 6981199950 from 1/1/10 - 4/31/17
- [b] Wammel Group LLC Wells Fargo Direct Pay Statement for account 6981199950 from 1/11/12 - 3/31/17
- [c] Wammel Group Supporting Docs pg. 5

Notes:

- [1] Stephen Garrett transferred \$617,000 to Wammel Group LLC on 5/2/13. Per Wammel Group LLC Supporting Docs pg. 5 the amount was broken out - \$226,000 for property downpayment and \$391,000 for investment into Wammel Group LLC
- [2] A positive value indicates a transfer made from Garrett to Wammel Group LLC. A negative value indicates a transfer made from Wammel Group LLC to Garrett.
- [3] Stephen Garret is registered agent for Enmotion Enterprises LLC per Secretary of State records.

product of fraudulent actions.

IT IS SO ORDERED.