

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, CRAIG JAMES MYNARD, hereinafter referred to as "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto EPIPHANY PROPERTIES, LLC, herein referred to as "Grantee," the real property described as follows, to-wit:

Legal description:

LOT 3, IN BLOCK 3, OF FAIRFIELD VILLAGE SOUTH, SECTION 3, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 566140, OF THE MAP AND/OR PLAT RECORDS OF HARRIS COUNTY, TEXAS.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of HARRIS County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

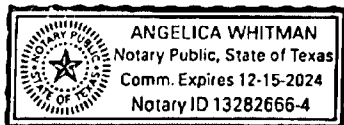
EXECUTED this 18 of October 2023.

  
SIGNATURE - CRAIG JAMES MYNARD

THE STATE OF TEXAS  
COUNTY OF HARRIS

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The foregoing instrument was acknowledged before me on the 18<sup>th</sup> of October 2023, by CRAIG JAMES MYNARD.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Please return to:  
Epiphany Properties, LLC  
222 Wedgewood  
Montgomery, TX 77356

RP-2023-410439

DRAFT COPY

**AFFIDAVIT OF UNDERSTANDING**  
**Regarding transfer of property**

STATE OF TEXAS

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COUNTY OF HARRIS

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Before me, the undersigned notary public, on this day personally appeared CRAIG JAMES MYNARD, who, after being duly sworn, stated under oath:

1. "My name is CRAIG JAMES MYNARD, I am over 18 years of age and I reside in HARRIS County, Texas. I have never been convicted of a felony."
2. We are attesting that we conveyed title to the property on October 18<sup>th</sup>, 2023 via Special Warranty Deed to Epiphany Properties, LLC, a Texas limited liability company."
3. "We are attesting that we conveyed title to the property freely and without coercion and that Christian Consultants of Texas, LLC and Epiphany Properties, LLC was making an investment in the property and would likely sell at a later date."
4. "We are attesting that we conveyed title to the property freely and without coercion and that Christian Consultants of Texas, LLC, Epiphany Properties, LLC, Tech Box 21, LLC, Kevin Pawlowski, Susan Casias and any independent contractor associated with any of those entities was making an investment in the property and would likely sell at a later date for profit."
6. "Anyone concerned with title to the property may rely on these statements"
7. "This document is acknowledgement by Buyer and Seller that Epiphany Properties LLC is not a "Foreclosure Consultant"."
8. "This document serves as acknowledgement that no compensation is flowing from Seller (that is, the homeowner) to Epiphany Properties, LLC"
9. "The Document concerns property situated in HARRIS County and is more properly as:

Legal Description:

LOT 3, IN BLOCK 3, OF FAIRFIELD VILLAGE SOUTH, SECTION 3, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 566140, OF THE MAP AND/OR PLAT RECORDS OF HARRIS COUNTY, TEXAS.

10. "I agree to indemnify and hold the title company they use, its Underwriter and its Agents harmless from any loss or expense, including reasonable attorney fees, resulting from false or incorrect information in this affidavit."

  
Signature- CRAIG JAMES MYNARD

STATE OF TEXAS

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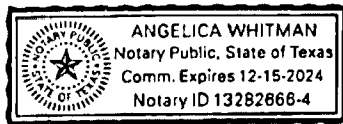
§

COUNTY OF HARRIS

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SUBSCRIBED AND SWORN BEFORE ME on this 18<sup>th</sup> day of October

2023 by CRAIG JAMES MYNARD.



  
Notary Public in and for  
THE STATE OF TEXAS

RP-2023-410439

UNOFFICIAL COPY

In paragraph 11 of standard THEC One to Four Family Residential Contract (Resale), add the following clause in addition to whatever additional terms you want (e.g., buyer pays all closing costs):

*The parties incorporate by reference the Addendum as if set forth fully herein in reference to address:*

21711 EAST MULBERRY FIELD CIRCLE, CYPRESS, TEXAS 77433

The Addendum is on the next page.

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COPY

RP-2023-410439

#### INTEGRATION ADDENDUM

This Addendum is integrated into the standard-form One to Four Family Residential Contract (Resale) promulgated by the Texas Real Estate Commission (the "TREC Form"), as completed by the parties, including the seller's disclosure, other documents required to be provided (e.g., survey, if applicable), and all other addenda contemplated thereby are collectively, the "Contract".

**COMPLETE AGREEMENT:** Buyer and Seller are collectively the "parties" to the Contract. The parties intend for the Contract to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties did not rely upon statements or representations not contained herein, and expressly disclaim reliance upon all such statements or representations.

**DISCLAIMER OF RELIANCE AND WAIVER OF CLAIMS:** The parties to the Contract waive all claims of common law fraud, whether by misrepresentation or nondisclosure; fraudulent inducement; statutory fraud pursuant to Tex. Bus. & Com. Code § 27.01; and all other claims based on representations not expressly stated in the Contract. Each party expressly warrants and represents that no promise or agreement which is not herein expressed has been made to him or her in executing this disclaimer, and that none of the parties is relying upon any statement or representation of any other party or representative of any party being released hereby. Each party is *relying* on his or her own judgment.

**DISCLOSURE:** Except as provided by Tex. Prop. Code § 5.008, the parties have no duty of disclosure. As to seller's disclosure, Buyer understands that Seller has not lived in the Property and thus is unaware of defects that would be apparent to a resident. Buyer agrees that Seller only has an obligation to disclose defects which were disclosed to Seller. Buyer has conducted its own inspection on the Property and is relying solely upon that inspection in purchasing the Property.

#### **ADDITIONAL PROVISIONS:**

The parties also understand and agree to the following:

- 1) **CLOSING DATE CONTINGENT ON CLEAR TITLE POLICY:** The closing date provided in the TREC Form on the sale of the Property could be subject to delay as it is contingent upon the approval and issuance of a clean and clear title policy by a title company. Buyer is not responsible if the closing cannot occur on the date listed on the TREC Form for this reason and it is not deemed a default of the Contract. Furthermore, Buyer may cancel the Contract without penalty if the title company is unable to issue a clean and clear title policy on the Property.
- 2) **MONIES ADVANCED:** Monies advanced by Buyer on behalf of Seller will be deducted from the proceeds received by Seller at closing.
- 3) **INDEPENDENT CONTRACTORS:** All representatives of Buyer are independent contractors.

4) **LOCKBOX:** A lockbox will be placed on the Property so that Buyer or its representatives can have access to the Property as needed.

5) **RECORDING OF DEED:** The deed conveying title to the Property executed by Seller to Buyer will be recorded as soon as possible in the county where the Property is located upon execution by the Seller.

6) **LAWSUIT TO PREVENT FORECLOSURE:** In the event that a lawsuit and/or restraining order is needed to stop any pending foreclosure sale on the Property, Buyer may coordinate with Seller to obtain legal counsel and front the money for the legal fees and costs. Seller may be responsible for the legal fees and costs at closing.

7) **NEW RESIDENCE:** In the event that Buyer is assisting Seller to find a new place to live, Seller acknowledges they may need to move in with friends, family, or a retirement community if they lack the income to obtain a new residence.

8) **PAYOFF GREATER THAN PURCHASE PRICE:** If the payoff of all outstanding encumbrances on the Property is higher than anticipated by the parties, it does not affect the purchase price, is not the fault of Buyer or Seller, and Buyer agrees that in the event it decides not to cancel the Contract, Buyer will not hold Seller responsible for any encumbrances above the purchase price.

**ADDENDUM CONTROLS CONFLICT:** To the extent of any conflict between this Integration Addendum, the standard-form One to Four Family Residential Contract (Resale) promulgated by the Texas Real Estate Commission ("TREC Form") as completed by the parties, other documents required to be provided (e.g., survey, if applicable); and other addenda, this Integration Addendum controls.

**ADVICE OF COUNSEL:** Prior to the execution of this Contract, each party has sought the advice of legal counsel or has had the opportunity to seek the advice of legal counsel but has chosen not to obtain the advice.

I, CRAIG JAMES MYNARD, understand I am selling my Property and Epiphany Properties LLC is not responsible for the payoffs of any encumbrances or liens found on title for the Property.

If I have a leaseback agreement of the Property with a new owner, Epiphany Properties LLC is not responsible for the repurchase of the Property and all negotiations are between me and the new owner.

Signed this 18<sup>th</sup> day of October, 2023.

BUYER: EPIPHANY PROPERTIES, LLC

*Kevin Pawlowski*

By: Kevin Pawlowski, managing member

Seller(s):

*[Signature]*  
Signature - CRAIG JAMES MYNARD

*[Signature]*  
Witness - EDWIN MOFFETT *RM*  
Rochon George

THE STATE OF TEXAS

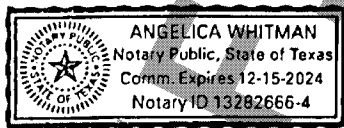
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COUNTY OF HARRIS

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The foregoing instrument was acknowledged before me on the 18<sup>th</sup> of October 2023, by CRAIG JAMES MYNARD, and the witness, Rochon George #10 ~~EDWIN MOFFETT~~.



*Angelica Whitman*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Please return to:  
Epiphany Properties, LLC  
222 Wedgewood  
Montgomery, TX 77356

RP-2023-410439

COPY

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RP-2023-410439  
# Pages 8  
10/26/2023 12:01 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$42.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2023-410439

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