

OPTION to PURCHASE REAL ESTATE

Billy Bobtail, Optionor, and the current title holder of the following legally described property:

Bever Valley Estates, Sec 14, Block 2, Lot 5, Harris County, Texas City, Texas 77459.

AGREEMENT. In consideration of the promises, the parties hereto agree as follows

1.0 Consideration. In consideration of ten dollars (\$10.00) in advance and other good and valuable consideration, Optionor, a.k.a. SELLER grants to Optionee, a.k.a. BUYER or assigns, an exclusive option to purchase the equity in the Property for that sum needed to bring all escrow balances current with the current lender, Mega Money Inc, which is in the neighborhood of \$15,128.50, and to take the property subject to a loan balance due to Mega not to exceed \$50,237.

1.1 Term of Option. Said option shall be exercised no later than sixty (60) days after the commencement of said option term. The exercise of said Option shall be evidenced by delivery of a three day written election to exercise fully executed by BUYER, and delivered to SELLER within the prescribed exercise period.

1.2 Exercise. In the event of the exercise of said option, it is understood and agreed that seller will cause sellers tenant, her son, to move and leave the property in broom clean condition prior to final payment.

1.3 Loan Information. Optionor hereby warrants that the Mega Money Inc. P.O. Box 551170, Jacksonville, 32255-1170 is the only lien filed as a lien(s) against the Property at date of this agreement. Seller hereby warrants that no other valid liens exist nor will additional liens be placed against the property during the option period.

2. Exercise of Real Estate Contract. In the event of the exercise of said option, the sale of the property from Optionor shall be evidenced by a warranty deed which shall be placed in escrow with Quincy Long, American Title Company, which will be released to buyer upon exercise of option, and closed as per a standard form Real Estate Contract as officially adopted by the Texas Real Estate Commission.

4. SELLER Has Title. SELLER represents that he/she is in title to the Property and it will not become further in default on any liens thereon. SELLER to provide BUYER proof of title and loan status, said proof to be to the satisfaction of BUYER. In addition, SELLER agrees to immediately forward to BUYER a true and correct copy of any notice sent to him by any lender or the owner with respect to any defaults on this Property and where possible, approve lender sending duplicate notices directly to buyer. A notice of "equitable interest" shall be signed and filed at signing of option.

5.0 Notices. All notices and payments required or permitted to be given to BUYER and SELLER shall be delivered the above addresses listed herein

5.1 Notice of change of address shall be given in writing.

7.0 Loan default. Should SELLER cause any note and mortgage outlined in the attached listing of liens to be foreclosed upon, or notice of foreclosure filed, then BUYER may at his discretion cure the default or vacate this option. If BUYER purchases then the seller will execute a recordable general warranty deed as then specified and in so doing waive any and all redemptive rights.

8.0 Encumbrances. SELLER shall not further encumber, nor do anything to permit any encumbrance, on this property during the term of this agreement.

9.0 Insurance. During the term of this option SELLER shall insure the property against physical damage, casualty etc. for ninety-thousand DOLLARS (\$90,000.00) plus additional amounts as indicated by property value increases. BUYER will be named in the policy "as an additional insured, as his interest may appear. "

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

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Optionor (Seller)

Billy Bobtail August 1\_\_, 2003

Optonee (Buyer)

Tom Dealmaker, Representing Zick Investment Properties, LLC.

STATE OF TEXAS

COUNTY OF FORT BEND

On this \_\_\_\_\_ day of August, 2003 before me, a Notary Public, personally appeared Billy Bobtail who executed the above and foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

In WITNESS WHEREOF,

I have here unto set my hand and affixed my seal the day and year first above written.

X

MY COMMISSION EXPIRES

Notary Public

Date