

MLS# \_\_\_\_\_



**BARBARA TRAMMELL, BROKER**  
**JONATHAN M LAVERNE, AGENT**  
P.O. Box 356 Terlingua, TX. 79852

Phone: 432-371-2430 or 432-371-2414 Barbara / 832-403-1942 or 432-371-2092 Jonathan  
Email: [bigbendrealty@gmail.com](mailto:bigbendrealty@gmail.com) or [Jonathan@bigbendrealtytx.com](mailto:Jonathan@bigbendrealtytx.com)

**This is a legally binding contract, if not fully understood seek competent legal advice before signing.**

**LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL**

*SELLER(S)* Kimberly and Curtis Phillips hereby grants unto *BROKER* the exclusive right to sell for a period of one year or until canceled from date hereof, the following described property in Brewster County, Texas:

**SECTION:** 25                      **BLOCK:** 217                      **GRANTEE:**             
**ACREAGE:** 20                      **PID:** 16942                      **Tract No:** 8580  
**ADDRESS:** 1951 Unruh Acrs Rd, Alpine, TX 79830

**DESCRIPTION:** BLK 217, SEC 25, TR: 8580 E/2-SE/4-SW/4

For a gross sales price of \$ 90,000.00 on the following terms:

**CASH ONLY:**            **DOWN PAYMENT:** \$                    or           % **INTEREST RATE:**           %  
**PAYOUT PERIOD:**                    years

*SELLER(S)* agree to pay **PRINCIPAL BROKER**, in County of Broker's residence, a commission of 6%, if the Principal Broker procures a willing and able buyer during the term of this agreement at price and terms agreeable to Seller(s), or anyone else sells, exchanges, rents, leases, on otherwise transfers the property during the term of this agreement, or within 90 days after the cancellation of this agreement, upon receipt of a list of such parties given to Seller by Principal Broker.

This listing shall start on July 18, 2024 and end on July 18, 2025 at Midnight (12:00 a.m.).

**During the Term of this Agreement:**

1. Seller(s) hereby authorizes the Principal Broker the right to advertise the property, cooperate with other brokers, and to erect a for sale sign. The rate of a real estate commission is negotiable between the Seller and Broker. Broker agrees to exert their best efforts to locate a purchaser; this includes printed media, website, and Multiple Listing Services (MLS), and social media. (please

initial) KP CL

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2. Seller(s) agrees to refer any and all inquiries concerning the Property to the Principal Broker. (please initial) KP CP
3. Seller(s) hereby authorizes the Principal Broker to make and use photographs and promotional materials of the Property for advertising as the Principal Broker may deem advisable, and these promotional materials shall be and remain the sole property of the Principal Broker. (please initial) KP CP
4. Seller(s) agrees to accept a binder or purchase contract for cash or contingent on the purchaser's ability to obtain financing, providing any and all other contingencies in the binder or purchase agreement are acceptable to Seller. Any offer or counter-offer, further negotiations shall be presented within 24 hours of making the offer. (please initial) KP CP
5. Seller(s) elects that any offers to the purchase agreement and all negotiations shall be submitted by the Principal Broker or their authorized agent either by email or telephone. (please initial) KP CP
6. Seller(s) authorize Principal Broker or their authorized agent to obtain the physical 911 address, to be used on the MLS and any other publications; if one has not been issued to the property as of the date of this contract. (please initial) KP CP

Seller(s) and Principal Broker agree that the Property is listed in full compliance with local, state, and federal Fair Housing Laws, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status or national origin.

This listing Agreement shall remain in effect until the property is sold, the listing term expires or upon written agreement to terminate listing by both the Seller(s) and the Principal Broker (Licensed Real Estate Broker name herein).

[Signature] DATE: 7-19-24  
Seller: Kimberly Phillips

[Signature] DATE: 7-19-24  
Seller: Curtis Phillips

[Signature] Date: 7/19/24  
Jonathan M. Lavergne, Agent  
TEXAS AGENT'S LICENSE: 795082

\_\_\_\_\_  
Date: \_\_\_\_\_  
Barbara S. Trammell, Broker  
TEXAS BROKER'S LICENSE: 225052

ADDRESS: 181 COUNT RD 150  
San Antonio TX 78223

Phone: 210.286.5195

Email: yarnismyhappylace@gmail.com