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ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:)	CHAPTER 11 CASES
BETTYE J. RIGDON)	CASE NO. 16-44620-mxm-11
CAROUSEL PROPERTIES, LLC)	CASE NO. 16-44621-mxm-11
TLD BAR RANCH, LP)	CASE NO. 16-44622-mxm-11
Debtors.)	Jointly Administered under Case No. 16-44620-mxm-11
)	Expedited hearing requested

**MOTION OF DEBTOR BETTYE J. RIGDON TO SELL RESIDENTIAL
REAL PROPERTY LOCATED AT 7300 OVERHILL ROAD, FORT WORTH, TEXAS,
FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES**

TO THE HONORABLE MARK X. MULLIN, U.S. BANKRUPTCY JUDGE:

Comes now Bettye J. Rigdon ("Ms. Rigdon" or "Debtor"), as debtor in possession, and files this *Motion of Debtor Bettye J. Rigdon to Sell Residential Real Property Located at 7300 Overhill Road, Fort Worth, Texas, Free and Clear of Liens, Claims, and Encumbrances* (the "Motion"). In support of the Motion, the Debtor respectfully states as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

II. BACKGROUND

A. Procedural Background

2. On December 2, 2016 (the "Petition Date"), Rigdon, Carousel Properties, LLC ("Carousel") and TLD Bar Ranch, LP ("TLD Bar" and, collectively with Rigdon and Carousel, the "Debtors") each filed voluntary petitions for relief in this Court under chapter 11 of the Bankruptcy Code. The Debtors' cases are jointly administered under Case No. 16-44620-mxm-11.

3. The Debtors continue to operate their businesses and manage their assets as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

4. To date, no creditors' committee has been appointed in these cases by the United States Trustee. Further, no trustee or examiner has been requested or appointed in these chapter 11 cases.

B. The Sale Agreement

5. On or about November 29, 2017, the Debtor entered into a standard form One to Four Family Residential Contract (Resale) (the "Sale Agreement") with James and Melissa Schroeder (the "Buyers") concerning the Debtor's residential real property located at 7300 Overhill Road, Fort Worth, Texas (the "Property"). A true and correct copy of the Sale Agreement is attached hereto as **Exhibit "A"**.

6. Pursuant to the Sale Agreement, the Debtor intends to sell the Property to the Buyers for a cash purchase price of \$255,000.00 (the "Sale"). Under the terms of the Sale Agreement, the Debtor will be responsible for up to \$3,825 of the Buyers' closing costs and will be obligated to purchase a residential service contract in an amount not exceeding \$499. The sale is contingent on the Buyers obtaining third-party financing and on the sale of the Buyers'

current residence. The option period under the Sale Agreement has expired and the sale will be made “As Is”, as provided more fully in the Sale Agreement. The closing (the “Closing”) under the Sale Agreement is expected to occur on or before December 21, 2017.

C. Secured Claims

7. The Property is encumbered by (a) liens in favor of Tarrant County for 2016 and 2017 *ad valorem* taxes, (b) a first-lien mortgage held by U.S. Bank National Association and serviced by Ocwen Loan Servicing, LLC (“Ocwen”), and by (c) junior tax liens in favor of the Internal Revenue Service (“IRS”). Ocwen has filed a Proof of Claim in this case for a secured claim in the amount of \$64,174.13. The Debtor disputes the amount of Ocwen’s claim and believes the correct amount of Ocwen’s claim as of the Petition Date was \$46,553.68.

III. REQUESTED RELIEF

8. By this Motion, the Debtor requests that the Court enter an order (the “Sale Order”):

(a) Approving the Sale of the Property to the Buyers on the terms set forth in the Sale Agreement, free and clear of all liens, encumbrances, claims and interests, with all such liens to attach to the proceeds of the Sale with the same validity and priority to which they exist against the Property, with the exception that if the Sale closes in 2018, the liens securing the payment of *ad valorem* taxes for the year 2018 shall remain attached to the Property;

(b) Authorizing the Debtor to execute all documents and take all other actions necessary to consummate and perform the Sale Agreement without further order of the Court;

(c) Providing that the Buyers shall be entitled to all protections afforded a good faith purchaser under section 363(m) of the Bankruptcy Code;

(d) Providing that, notwithstanding Fed. R. Bankr. P. 6004(h), the Sale Order shall not be stayed and shall be effective and enforceable immediately upon its entry;

(e) Providing that the proceeds from the Sale shall be disbursed in the following manner:

i. All closing costs and expenses associated with the Sale for which the

Debtor is obligated under the Sale Agreement shall be paid in full at Closing;

ii. The broker commission equal to 6% of the purchase price shall be paid in full at Closing and split evenly between Tony Culwell Real Estate and the Buyer's broker in accordance with the Sale Agreement without further Order of this Court;

iii. All *ad valorem* taxes assessed against the Property for the years 2016 and 2017 shall be paid in full at Closing to the extent such amounts are agreed to by the Debtor and Tarrant County, with any disputed portion to be reserved and held in trust by counsel for the Debtor pending an agreement between the parties or further Court Order (the "Tarrant County Reserve");

iv. The Ocwen claim shall be paid in full at Closing to the extent such amount is agreed to by the Debtor and Ocwen, with any disputed portion to be reserved and held in trust by counsel for the Debtor pending an agreement between the parties or further Court Order (the "Ocwen Reserve"); and

v. All proceeds of the Sale remaining after payment of the above items shall be disbursed to the IRS at Closing, and any unused amount of the Tarrant County Reserve and Ocwen Reserve shall be paid to the IRS once those claims have been paid in full, to be applied to the secured portion of the IRS claim; and

(f) Compelling Ocwen to execute and deliver an appropriate Release of Liens to the closing agent, whether or not Ocwen's allowed claim is paid in full at Closing, and compelling the IRS to execute and deliver an appropriate Partial Release of Liens to the closing agent.

IV. BASIS FOR RELIEF REQUESTED

A. The Sale constitutes an exercise of the Debtor's sound business judgment and is in the best interests of the Debtor, her Estate and Creditors

9. Section 363(b) of the Bankruptcy Code provides that a chapter 11 debtor, after notice and hearing, may sell property of the estate outside of the ordinary course of business. Although section 363 of the Bankruptcy Code does not set a standard for determining when it is

appropriate for a court to authorize the sale or disposition of assets pursuant to section 363(b), the Fifth Circuit Court of Appeals, in construing this provision, has required that it be based upon the sound business judgment of the debtor.¹

10. Adequate business reasons exist to justify the Sale.² Courts have made it clear that a debtor's showing of a sound business justification need not be unduly exhaustive, but rather, a debtor is simply "required to justify the proposed disposition with sound business reasons."³ Approval of the Sale Agreement and Sale is appropriate in this case because the Debtor can demonstrate that there is "some articulated business justification for using, selling, or leasing the property...."⁴ The Sale Agreement is the result of good-faith, arm's length negotiations between the Debtor and the Buyers, and the Debtor believes that the sale price constitutes fair value for the Property.

11. Because the Debtor does not presently reside in or lease the Property, the Debtor has no current need for the Property. Until the Property is sold, the Debtor must continue to maintain insurance on it, pay property taxes and pay maintenance costs. These costs produce no corresponding benefit to the Debtor's estate at this time. Consequently, the Sale will reduce the Debtor's ongoing expenses, allow the Debtor to pay certain secured claims and will enhance the Debtor's prospects for a successful reorganization, all of which demonstrate a sound business justification for the Sale.

12. Moreover, the Sale is consistent with and authorized by section 105(a) of the Bankruptcy Code. Section 105(a) "may be used only to carry out the provisions of Title 11."⁵ A

¹ See generally *Institutional Creditors of Continental Air Lines, Inc. v. Continental Air Lines, Inc.* (*In re Continental Air Lines, Inc.*), 780 F.2d 1223 (5th Cir. 1986); *In re Braniff Airways, Inc.*, 700 F.2d 935 (5th Cir. 1983).

² See *In re Continental Air Lines, Inc.*, 780 F.2d at 1226-27 (stating that the decision to authorize a sale of a debtor's assets outside of the ordinary course of business is a determination based upon the debtor's business justification).

³ *In re Baldwin United Corp.*, 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984); see also *In re Continental Air Lines, Inc.*, 780 F.2d at 1226.

⁴ *In re Continental Air Lines, Inc.*, 780 F.2d at 1226.

⁵ *In re CoServ, L.L.C.*, 273 B.R. 487, 494 n. 9 (Bankr. N.D. Tex. 2002).

major premise of the Bankruptcy Code is maximizing the value of the bankruptcy estate.⁶ The Debtor submits that the Sale will maximize the value of the Property, and, thus, the requested relief by the Debtor is consistent with the “furtherance of the provisions of the Bankruptcy Code.”⁷

B. The sale of the Property free and clear of liens, encumbrances, claims and interests is appropriate.

13. The Debtor requests that the Property be sold free and clear of all liens, encumbrances, claims and interests (with the exception of liens securing payment of *ad valorem* taxes for the year 2018 if Closing occurs during 2018), with all liens against the Property to attach to the proceeds of the Sale with the same validity and priority to which such liens exist against the Property.

14. Section 363(f) of the Bankruptcy Code provides, in part, that a debtor in possession may sell property of the estate outside of the ordinary course of business free and clear of any other entity’s interest in such property, if such entity consents or if such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.⁸ The claims of the taxing authorities and Ocwen will be paid at Closing to the extent such claims are undisputed, and sufficient funds will be reserved to pay any disputed amounts at a later time. The balance of sale proceeds will be paid to the IRS, which holds junior liens in the Property. Even if the secured creditors do not consent to the sale, they could each be compelled to accept a money satisfaction of their interests in the Property. Approval of the Sale free and clear is therefore warranted.

C. Waiver of the 14-day stay of the Sale Order under Bankruptcy Rule 6004(h) is appropriate.

15. Bankruptcy Rule 6004(h) provides that, unless the Court orders otherwise, the

⁶ See, e.g., *Commodity Futures Trading Com. v. Weintraub*, 471 U.S. 343, 353 (1985) (maximizing the value of the estate is an “important goal” of the Bankruptcy Code).

⁷ See *In re Southmark Corp.*, 113 B.R. 280, 281 (Bankr. N.D. Tex. 1990) (stating that the court may “issue any order necessary or appropriate to carry out the provisions of the [Bankruptcy] Code”).

⁸ See 11 U.S.C. § 363(f)(2) & (5).

Sale Order will be automatically stayed until 14 days after entry. The purpose of Bankruptcy Rule 6004(h) is to provide sufficient time for an objecting party to appeal before the approval order can be implemented.⁹ Although Bankruptcy Rule 6004(h) and the Advisory Notes are silent as to when a court should “order otherwise” and either eliminate or reduce the fourteen-day stay period, one treatise suggests that the fourteen-day period should be eliminated to allow a sale or other transaction to close immediately “where there has been no objection to the procedure.”¹⁰ One court has held that, because the debtor had demonstrated that the sale price was reasonable, the buyer was ready to complete the sale, and there would be storage charges for the property, waiver of the fourteen-day stay period was justified.¹¹

16. In this case, the Debtor submits and, if necessary, will establish at any hearing on the Motion that the sale price maximizes the value of the Property and that the Buyers intend to close the Sale on or before December 21, 2017. Accordingly, the Debtor hereby requests that the Bankruptcy Court waive the fourteen-day stay period under Bankruptcy Rule 6004(h).

D. The Debtor has provided adequate notice of the proposed sale.

17. Bankruptcy Rule 2002(a)(2) provides for twenty-one-day notice for the proposed use, sale or lease of property of the estate other than in the ordinary course of business.¹² Bankruptcy Rule 9006(c) permits the Court to shorten the notice period “for cause”.¹³ Here, the Buyers have required an expeditious Closing of the Sale. The Debtor risks losing this sale if she is not able to close this transaction within the time frame provided in the Sale Agreement. Thus, cause exists for shortening notice.

18. Subject to Bankruptcy Rule 6004, the notice of a proposed use, sale, or lease of property required under Bankruptcy Rule 2002(a)(2) must include the time and place of any public

⁹ See Advisory Committee Notes to FED. R. BANKR. P. 6004(h) (the “Advisory Notes”).

¹⁰ See 10 COLLIER ON BANKRUPTCY ¶ 6004.10 (Alan N. Resnick & Henry J. Sommer eds., 16th ed. 2010).

¹¹ *In re Perry Hollow Management Co., Inc.*, 297 F.3d 34, 41 (1st Cir. 2002).

¹² See FED. R. BANKR. P. 2002(a)(2).

¹³ FED R. BANKR. P. 9006(c).

sale, the terms and conditions of any private sale, and the time fixed for filing objections.¹⁴ The notice of a proposed use, sale, or lease of property is sufficient if it generally describes the property.¹⁵

19. To ensure that adequate notice of the proposed Sale is provided, the Debtor has served this Motion by first class mail and ECF electronic notification, where available, upon (a) the Office of the United States Trustee; (b) counsel for Tarrant County; (c) counsel for Ocwen; (d) counsel for the IRS; (e) the holders of the twenty (20) largest unsecured claims against the Debtor; and (f) all parties who have filed a notice of appearance and requested notice in this case. The Debtor submits that, under the circumstances, such notice satisfies the notice requirements of Bankruptcy Rules 2002, 6004 and 9007 and section 363(f) of the Bankruptcy Code, constitutes good and sufficient notice, and that no other or further notice is required.

V. CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter an order (1) approving the Sale of the Property on the terms set forth in the Sale Agreement free and clear of liens, claims and encumbrances, (2) authorizing the Debtor to execute all documents and take all actions necessary to consummate and perform the Sale Agreement, (3) providing that the Buyers will be afforded the protections of a good faith purchase under section 363(m) of the Bankruptcy Code, (4) waiving the fourteen-day stay provided by Rule 6004(h); (5) authorizing disbursements of sale proceeds as provided herein, including payment of the broker's commission; (6) compelling Ocwen and the IRS to execute appropriate releases of liens; and (7) granting the Debtor all such other and further relief to which she may be justly entitled.

¹⁴ See FED. R. BANKR. P. 2002(c)(1).

¹⁵ See *Id.*

Dated: December 7, 2017.

Respectfully submitted,

/s/ Lynda L. Lankford
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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was served via ECF Electronic Notice, where available, on December 7, 2017 and via first class mail on the parties listed on the attached service list on the 8th day of December 2017.

/s/ Lynda L. Lankford
Lynda L. Lankford

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EXHIBIT “A”



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

11-2-2015

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Bettye J. Rigdon (Seller) and James E. Schroeder, Jr. Melissa Y. Schroeder (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the "Property".

A. LAND: Lot 8 Block 71, Ridglea Hills Add Addition, City of Fort Worth, County of Tarrant, Texas, known as 7300 Overhill Road 76116 (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, 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) garage doors, (ii) entry gates, and (iii) 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: Appraisal shows 2,677, which we have. Tax shows 2,530.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 51,000.00
B. Sum of all financing described in the attached: [X] Third Party Financing Addendum, [] Loan Assumption Addendum, [] Seller Financing Addendum \$ 204,000.00
C. Sales Price (Sum of A and B) \$ 255,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$ 2,550.00 as earnest money with Anna Escamilla, as escrow agent, at 4916 Camp Bowie Blvd Fort Worth TX 76107 (address). Buyer shall deposit additional earnest money of \$ with escrow agent within 3 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 [X] Seller's [] Buyer's expense an owner policy of title insurance (Title Policy) issued by McKnight 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 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

Initialed for identification by Buyer [initials] and Seller [initials]

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(Address of Property)

- (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: (i) will not be amended or deleted from the title policy; or (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.

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 3 days before 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 5 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:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ 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 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**

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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 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.
- (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as

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a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

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. Any hydrostatic testing must be separately authorized by Seller in writing. 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 _____ 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: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is 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.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

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: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing 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 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

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 \$ 499.00. 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.

Initialed for identification by Buyer [JA] [mg] and Seller [Signature]

Contract Concerning 7300 Overhill Road Fort Worth TX 76116 Page 5 of 9 11-2-2015

(Address of Property)

9. CLOSING:

- A. The closing of the sale will be on or before Dec 21, 2017, 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 residential lease, Seller shall 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 acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION:

- A. Buyer's 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.**
- B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)**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 \$ 3,825.00 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; 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

Initialed for identification by Buyer [Signature] and Seller [Signature]TREC NO. 20-13
TAR 1601 InstantFORMS

Contract Concerning 7300 Overhill Road Fort Worth TX 76116 Page 6 of 9 11-2-2015
 (Address of Property)

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, if permitted by Seller's insurance carrier, 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 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.
- 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.

Initialed for identification by Buyer [JA] [mys] and Seller [Signature]

Authentisign ID: 114B3CDE-8A49-4F0D-B815-BD2AC7E77BA6

Contract Concerning 7300 Overhill Road Fort Worth TX 76116 Page 7 of 9 11-2-2015
 (Address of Property)

- 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 (i) damages; (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 fax or electronic transmission as follows:

To Buyer

at: 4701 Belladonna (Under Contract)

Fort Worth TX 76123

To Seller

at: 3319 Fm 1810

Chico, TX 76431

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

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

Initialed for identification by Buyer [Signature] and Seller [Signature]

Authentisign ID: 114B3CDE-8A49-4F0D-B815-BD2AC7E77BA6

Contract Concerning 7300 Overhill Road Fort Worth TX 76116 Page 8 of 9 11-2-2015
(Address of Property)

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 150.00 (Option Fee) within 3 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 7 days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. 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 BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

**EXECUTED the 29th day of November, 2017 (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Authentisign
James E. Schroeder Jr. 11/29/2017
Buyer Jim Schroeder
11/29/2017 5:08:29 PM CST

Betty J. Rigdon
Seller Betty J. Rigdon

Authentisign
Melissa Schroeder 11/29/2017
Buyer Melissa Schroeder
11/29/2017 5:50:02 PM CST

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 license holders. 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. 20-13. This form replaces TREC NO. 20-12.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

7300 Overhill Road Fort Worth TX 76116
 (Street Address and City)

A. TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL: Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

1. Conventional Financing:

- (a) A first mortgage loan in the principal amount of \$ 204,000.00 (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed 4.25 % per annum for the first 30 year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed 1 % of the loan.
- (b) A second mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

2. 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.

3. 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 Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

4. 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 Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

5. USDA Guaranteed Financing: A USDA-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 Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

6. Reverse Mortgage Financing: A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ _____ (excluding any financed PMI premium or other costs), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan. The reverse mortgage loan will will not be an FHA insured loan.

Initialed for identification by Buyer and Seller

Third Party Financing Addendum Concerning

Page 2 of 2

7300 Overhill Road

Fort Worth

TX 76116

(Address of Property)

B. APPROVAL OF FINANCING: Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained.

1. Buyer Approval:

This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 21 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 terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

This contract is not subject to Buyer obtaining Buyer Approval.

2. Property Approval: Property Approval will be deemed to have been obtained when the Property has satisfied lender's underwriting requirements for the loan, including but not limited to appraisal, insurability, and lender required repairs. If Property Approval is not obtained, Buyer may terminate this contract by giving notice to Seller before closing and the earnest money will be refunded to Buyer.

3. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

C. SECURITY: Each note for the financing described above must be secured by vendor's and deed of trust liens.

D. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, 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: (i) unless the 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 \$ _____; or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs.

- (1) The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.
- (2) If FHA financing is involved, 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 Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.
- (3) If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the 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 Prices, 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.

E. AUTHORIZATION TO RELEASE INFORMATION:

- (1) Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.
- (2) Seller and Buyer authorize Buyer's lender, title company, and escrow agent to disclose and furnish a copy of the closing disclosures provided in relation to the closing of this sale to the parties' respective brokers and sales agents identified on the last page of the contract.

Authentisign
James E. Schroeder Jr
Buyer James E. Schroeder

Betty J Rigdon
Seller Bettye J Rigdon

Authentisign
Melissa Schroeder
Buyer Melissa Schroeder

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 license holders. 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. 40-7. This form replaces TREC No. 40-6.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

12-05-11

**ADDENDUM FOR
SALE OF OTHER PROPERTY BY BUYER
TO CONTRACT CONCERNING THE PROPERTY AT**

7300 Overhill Road Fort Worth TX 76116
(Address of Property)

A. The contract is contingent upon Buyer's **receipt of the proceeds** from the sale of Buyer's property at 4701 Belladonna (Under Contract) Fort Worth TX 76123 (Address) on or before December 20th, 2017 (the Contingency). If the Contingency is not satisfied or waived by Buyer by the above date, the contract will terminate automatically and the earnest money will be refunded to Buyer.

NOTICE: The date inserted in this Paragraph should be no later than the Closing Date specified in Paragraph 9 of the contract.

B. If Seller accepts a written offer to sell the Property, Seller shall notify Buyer (1) of such acceptance **AND** (2) that Seller requires Buyer to waive the Contingency. Buyer must waive the Contingency on or before the 5th day after Seller's notice to Buyer; otherwise the contract will terminate automatically and the earnest money will be refunded to Buyer.

C. Buyer may waive the Contingency only by notifying Seller of the waiver and depositing \$ 0.00 with escrow agent as additional earnest money. All notices and waivers must be in writing and are effective when delivered in accordance with the contract.

D. If Buyer waives the Contingency and fails to close and fund solely due to Buyer's non-receipt of proceeds from Buyer's property described in Paragraph A above, Buyer will be in default. If such default occurs, Seller may exercise the remedies specified in Paragraph 15 of the contract.

E. For purposes of this Addendum time is of the essence; strict compliance with the times for performance stated herein is required.

Authentisign
James E. Schroeder Jr.
BUYER James E. Schroeder

X Bettye J. Rigdon
SELLER Bettye J. Rigdon

Authentisign
Melissa Schroeder
BUYER Melissa Schroeder

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 suitable 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. 10-6. This form replaces TREC No. 10-5.

Contract Concerning 7300 Overhill Road Fort Worth TX 76116 Page 9 of 9 11-2-2015
 (Address of Property)

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Charitable Realty CHAR00FW Tony Culwell Real Estate 0392478
 Other Broker Firm License No. Listing Broker Firm License No.

represents Buyer only as Buyer's agent represents Seller and Buyer as an intermediary
 Seller as Listing Broker's subagent Seller only as Seller's agent

Dorenda P. Kesler Tony Culwell 0392478
 Associate's Name License No. Listing Associate's Name License No.

Lori Fowler 0619452 Tony Culwell 0392478
 Licensed Supervisor of Associate License No. Licensed Supervisor of Listing Associate License No.

PO Box 34256 8178405994 P. O. Box 442
 Other Broker's Address Fax Listing Broker's Office Address Fax

Fort Worth TX 76162 Keller TX 76244
 City State Zip City State Zip

charitable.dorendak@gmail.com 817-319-6964 tonyculwell@hotmail.com (214) 502-3766
 Associate's Email Address Phone Listing Associate's Email Address Phone

Selling Associate's Name License No.

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address Fax

City State Zip

Selling Associate's Email Address Phone

Listing Broker has agreed to pay Other Broker 3.00% of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

 Seller or Listing Broker Date

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: Anna Escamilla Date: _____

By: _____

4916 Camp Bowie Blvd Email Address Phone: 817-546-4900
 Address

Fort Worth TX 76107 Fax: _____
 City State Zip

SERVICE LIST

Service List
Bettye Rigdon/Carousel/TLD
#5857

Bettye Jeanne Rigdon
Carousel Properties, LLC
TLD Bar Ranch, LP
3319 FM 1810
Chico, TX 76431

United States Trustee
Lisa Lambert/Liz Ziegler/Erin Schmidt
1100 Commerce Street, Room 976
Dallas, TX 75242

Internal Revenue Service
Centralized Insolvency Operations
PO Box 7346
Philadelphia, PA 19101-7346

First State Bank
PO Box 5
Chico, TX 76431

First State Bank Gainesville
PO Box 10
Gainesville, TX 76241-0010

Ocwen Loan Service LLC
PO Box 660264
Dallas, TX 75266

Pinnacle Recovery
PO Box 130848
Carlsbad, CA 92013

Title Max
7650 S. Interstate 35E
Corinth, TX 76210

Wise County Appraisal District
400 E. Business 380
Decatur, TX 76234

Jack County Appraisal District
PO Box 958
Jacksboro, TX 76458

Matthew Rigdon
3668 Motor Ave., Apt. 111
Los Angeles, CA 90034

TWENTY LARGEST UNSECURED CREDITORS

CFI Resorts Management, Inc.
West Gate Maintenance
2801 Old Winter Garden Rd.
Ocoee, FL 34761-2965

Chase Credit Card
PO Box 94014
Polatine, IL 60094-4014

First State Bank
1709 9th St.
Bridgeport, TX 76426

Navient
PO Box 9533
Wilkes-Barre, PA 18773-9533

Pete Benenati Law Firm
2816 Bedford Rd.
Bedford, TX 76021

Richard Henderson
9510 Park Dr.
Fort Worth, TX 76179

American Express
PO Box 297812
Fort Lauderdale, FL 33329-7812

AT&T
PO Box 5087
Carol Stream, IL 60197-5087

TXU
PO Box 650764
Dallas, TX 75265-0764

Wise Special Utility District
PO Box 566
Bridgeport, TX 76426

Citi
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NOTICE OF APPEARANCE AND REQUEST FOR NOTICE PARTIES

First State Bank
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