

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

IN RE: § **BANKRUPTCY NO. 16-51161**
§
EARL L. DURON AND KIRSTEN A. DURON §
§
DEBTOR § **CHAPTER 11 PROCEEDING**

**DEBTORS' MOTION TO SELL REAL PROPERTY LOCATED AT 234 RETREAT DR,
TAFT, TEXAS FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. §363 OF
THE BANKRUPTCY CODE**

**TO THE HONORABLE CRAIG A. GARGOTTA
UNITED STATES BANKRUPTCY JUDGE:**

Earl L. Duron and Kirsten A. Duron, Debtors herein, file this Motion to Sell Property Free and Clear of Liens Pursuant to 11 U.S.C. §363 of the Bankruptcy Code and respectfully represent the following:

Background

1. On May 20, 2016, Earl L. Duron and Kirsten A. Duron (hereafter "Debtor") filed with this Court a voluntary petition under chapter 11 of title 11, United States Code (the "Code"). Debtor is operating as the Debtor in Possession.

Summary of Relief Requested

- 2. Debtor seeks authority to sell certain real property to Brant J. Nordwick and Judith K. Nordwick and/or assigns (hereafter "Buyer"). The Debtor owns record title to the Property.
- 3. The sale contemplates that a closing will occur on or before fifteen days after the title company issues a commitment.

Jurisdiction & Venue

4. The District Court has jurisdiction pursuant to 28 U.S.C. §1334(b). This matter has been referred to the Bankruptcy Court by General Order 2005-12. Venue is proper in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division, as this is the location of the Debtor's business and bankruptcy filing.

Core Proceeding

5. This is a core proceeding under 28 U.S.C. §157(b)(2)(A), (N) and (O). Since this is a core proceeding, the Bankruptcy Court has constitutional authority to enter final orders regarding the Motion. Further, to the extent that the Court determines that it does not have the authority to enter a final judgment on a portion of or all of the Motion, the Debtor requests that the Court issue a report and recommendation for a judgment to the United States District Court for the Western District of Texas, San Antonio Division.

The Property

6. At the time of filing of the petition, Debtor's Schedules and Statement of Affairs identified that the Debtor owned the following real property with improvements locally known as 234 Retreat Dr., Taft, Texas and more fully described as Lot No. Thirteen (13), BAY RETREAT SUBDIVISION, Aransas County, Texas, according to the Plat Thereof Recorded in Volume 4, Page 261, Plat Records, Aransas County, Texas (also known as Lot 13 Bay Retreat, Rockport, Texas 78382-0000. (hereafter referred to as the "Property").

The Sale

7. Debtor desires to sell the Property to Buyer for the sum of \$60,000.00 Cash. A copy of the Commercial Contract is attached hereto as **Exhibit "A"**.

8. Debtor and Buyer's obligations to consummate the transactions contemplated in this Agreement shall be Conditioned upon the Bankruptcy Court's entry of the Approval Order.

9. This sale is part of a funding mechanism for the Plan. Debtor seeks to sell this property prior to confirmation of the Plan under 11 U.S.C. §363. The test is whether there is a sound business reason for the sale; adequate and reasonable notice to interested parties has been provided; the sale price is fair and reasonable and the proposed buyer is proceeding in good faith. *Medical Software Solutions, 286 B.R. 431.*

10. The sale shall be made "as is, where is", with no representations or warranties of any kind, except as set forth in the Contract.

The Debts and Liens

11. The following entities assert a lien on the property:

a. Bank of America holds a lien on the property to secure a debt in the approximate amount of \$10,656.68.

b. Building Specialties, a division of L and W Supply Corporation asserts a lien recorded on September 15, 2009 to secure a debt in the amount of \$240,944.45.

- c. Aransas County will be owed prorated taxes for 2017.

Sale Free and Clear

13. In accordance with the terms of the Contract, Debtor proposes to sell the Property free and clear of all liens and encumbrances. Specifically, Debtor requests an order of this Court that finds and orders the following:

- a) That Buyer is a good faith purchaser of the Property;
- b) That the order provide that the Property is sold to Buyer free and clear of all liens, claims, preferential rights, interests and encumbrances whatsoever (except as expressly provided in this Agreement);
- c) That the stay under Bankruptcy Rules 6004(g) and 6006(d) are waived and are not in effect; and
- d) That this sale does not and will not subject or expose the Buyer, its successors or assigns, to any liability claim, cause of action or remedy by reason of such sale and transfer, including, without limitation, any claim, cause of action or remedy based on any theory of successor or transferee liability and that Buyer shall not assume any liability or obligation of the Debtor, fixed or contingent, disclosed or undisclosed, or any liability for such claims, debts, defaults, duties, obligations or liabilities of Seller of any kind or nature, whether known or unknown, contingent or fixed, all of which, to the extent that they existed prior to the Closing Date, are retained by the Debtor (the "Retained Liabilities")

Realtor

14. Texas Heritage Brokers is the Court appointed Realtors for the Debtor who will receive a 5% commission.

Disposition of Proceeds

15. Debtor proposes that the first proceeds of sale be used to pay all normal and customary cost of closing including survey cost, title policy, and Realtor Fees, if any. After these claims, costs, any ad valorem taxes, the Debtor seeks authority to pay the allowed claim of Bank of America and the remaining funds will be held pending further order of the Court.

Good Faith

16. In the exercise of its business judgment, Debtor has determined that the proposed sale

to the Purchaser is, at present, the highest and best offer under the circumstances and will maximize the value of the Estate.

17. In evaluating such a sale, a court must balance the need for flexibility with the concerns of the affected creditors. *In re Terrace Gardens Park Partnership*, 96 B.R. 707, 715 (Bankr. W.D. Tex. 1989). The Court must also determine that creditor's lien rights are adequately protected and that the offer price is the highest price obtainable under the circumstances in the particular case. *Id.*; *In re Beker Indus. Corp.*, 63 B.R. 474, 477-78 (Bankr. S.D.N.Y. 1986).

WHEREFORE, PREMISES CONSIDERED, Debtor prays that the Court approve this Emergency Application and to grant the relief requested herein and for such other and further relief as it may deem just.

Respectfully submitted,

/s/Dean W. Greer

DEAN W. GREER
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San Antonio, Texas 78230
(210) 342-7100
(210) 342-3633 - Telecopier
State Bar No. 08414100
Email: dwgreer@sbcglobal.net
Attorney for Debtor

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing has been served on the parties listed below and upon all creditors including those Parties Requesting Notice listed on the Attached **Exhibit B** using the CM/ECF System or by First Class Mail, Postage Prepaid on the 24th day of March, 2017.

Earl & Kirsten Duron
7023 Jade Field
San Antonio, Texas 78240
DEBTOR

U.S. TRUSTEE
P. O. BOX 1539
SAN ANTONIO, TEXAS 78295-1539
U.S. TRUSTEE

Ms. Diane W. Sanders
P.O. Box 17428
Austin, Texas 78760
Attorney for Aransas County

Mr. George S. Drugan
Warren, Drugan & Barrows, P.C.
800 Broadway
San Antonio, Texas 78215
Attorney for Building Specialities

/s/Dean W. Greer

Dean W. Greer

Attachment Summary


- A. Contract
- B. List of all Creditors

The contract was only sent to those receiving ECF communications. The contract is on file with the Bankruptcy Clerk. Any other creditor may obtain a copy of the attachments from the Bankruptcy Court or by contacting this office.

/s/Dean W. Greer


11576NW

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-2-2013



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are Janet and Kylene Durns (Seller) and WALDO DAVIS JR. & JEFF A. ROBERTS (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot 12 Block _____ Addition, Bay Forest, 2.49 Acres _____ City of Irving County of Aransas Texas, known as 234 Bayrest Dr. (address/stp code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and poles, easements, and cooperative or association memberships (the Property).

3. **SALES PRICE:**
 A. Cash portion of Sales Price payable by Buyer at closing \$ 80,000
 B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____
 C. Sales Price (Sum of A and B) \$ _____

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 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 contract by all parties, Buyer shall deposit \$ 2000 as earnest money with Trinity Title of Texas as escrow agent, at 11835 Banders Road Houston, TX (address). Buyer shall deposit additional earnest money of \$ _____ with escrow agent within _____ 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's policy of title insurance (Title Policy) issued by Trinity Title of Texas (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.
 (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; (1) will not be amended or deleted from the title policy; or (8) 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 2). 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 _____ 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

Initialed for identification by Buyer JD, JR and Seller ED, AD TREC NO. 9-12

EXHIBIT A

Contract Concerning _____

234 Robert Dr Ter, TX
(Address of Property)

Page 2 of 8 11-7-2013

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 (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: Commercial Recreational, Agricultural, Residential

Buyer must object the earlier of (i) the Closing Date or (ii) 15 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. 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 2 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, and 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 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

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

TREC NO. 9-12

Contract Concerning 224 Retreat Ct Tall, TX Page 3 of 8 11-2-2015
 (Address of Property)

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) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §3.205, 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.

(10) **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.

(11) **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 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. 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.
 NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. **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 7B (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.)

C. **COMPLETION OF REPAIRS:** 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

Initialed for identification by Buyer BH JA and Seller EP AD

TREC NO. 9-12

Contract Concerning JM Payne Dr Tel TX Page 4 of 8 11-3-2015
 (Address of Property)

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 repairs and treatments.

D 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 TRÉC or required by the parties should be used.

I. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

B. 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 See Provisions, 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.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

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. TRÉC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TRÉC for mandatory use.)

- 1 Closing to occur on or before 30 days from date of executed contract
- 2 Contract is subject to Federal bankruptcy court approval
- 3 Seller to pay Texas Mortgage Brokers 5% real estate commission

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 \$ _____ 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.

Initialed for identification by Buyer BNC JA and Seller EPK ED TRÉC NO. 9-12

| | | |
|---|------------------------|-----------------------|
| Contract Concerning | 734 Hobart Dr Fort, TX | Page 1 of 3 11-2-2013 |
| (Address of Property) | | |
| <p>(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 assessments 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 land 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.</p> <p>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 FVA, VA, Texas Veterans Land Board or other governmental loan program regulations.</p> | | |
| 13. PRORATIONS AND ROLLBACK TAXES: | | |
| <p>A. 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 proration 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.</p> | | |
| <p>B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.</p> | | |
| <p>14. CASUALTY LOSSES: 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.</p> | | |
| <p>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.</p> | | |
| <p>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 referred 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.</p> | | |
| <p>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.</p> | | |
| 18. ESCROW: | | |
| <p>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.</p> | | |
| <p>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.</p> | | |
| <p>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</p> | | |

Initialed for identification by Buyer *MA* and Seller *SL* *RD*

TREC NO. 9-12

Contract Concerning 234 Retreat Dr Tsk, TX Page 6 of 6 11-7-2015
 (Address of Property)

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 (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 to, or transmitted by fax or electronic transmission as follows:

| | |
|-----------------------------------|------------------------------------|
| To <u>Seller</u> <i>JA</i> | To <u>Buyer</u> <i>JA</i> |
| at: <u>7023 Jade Field</u> | at: <u>Po Box 41</u> |
| <u>San Antonio, TX 78340</u> | <u>Shoshoni, WY 82084</u> |
| Phone: <u>(210) 825-0328</u> | Phone: <u>(307) 851-4318</u> |
| Fax: <u>()</u> | Fax: <u>()</u> |
| E-mail: <u>durunkin@gmail.com</u> | E-mail: <u>ja.wick53@gmail.com</u> |

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 | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <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 | |

Initiated for identification by Buyer *JA* and Seller *EP ED*

Contract Concerning _____ Page 7 of 8 11-2-2013
(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 \$ _____ (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 _____ 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 shall 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 _____ day of 3/9/2017, 20____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Grant J. Madwick Buyer _____ *Callie* Seller _____

Judith A. Madwick Buyer _____ *Kate A. D.* 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 11188, Austin, TX 78711-2188, (512) 974-2000 (http://www.trec.state.tx.us) TREC NO. 9-12. This form replaces TREC NO. 9-11.

Contract Concerning 234 Retreat Dr Taft, TX Page 8 of 8 11-2-2015
 (Address of Property)

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

Other Broker Firm Texas Heritage Brokers, In License No. 9004707
 represents Buyer only as Buyer's agent Listing Broker Firm License No.
 Seller as Listing Broker's subagent represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name License No. Wallace Rogers Listing Associate's Name License No.

Licensed Supervisor of Associate License No. Wallace Rogers Listing Associate License No.

Other Broker's Address Fax PO Box 91193 Listing Broker's Office Address Fax

City State Zip San Antonio TX 78209 City State Zip

Associate's Email Address Phone Connallymm@gmail.com / wrogersiv@gmail 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 _____ 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

PC# 5319

Receipt of Contract and \$ 2,000.00 Earnest Money in the form of _____

Escrow Agent: Trinity Title of Texas Date: March 16, 2017

By: Willard for Sylvia Valdez Email Address: Svaldet@trinitytitle.com

Address: 11820 Bandera Rd. Ste 102 Phone: (210) 372-1490

City: Holmes TX 78023 Fax: (210) 372-1485

City State Zip

ANTIQUE - 1006 Printed By Bank-A-Count

BRANT NORDWICK
JUDY NORDWICK
PO BOX 41
SHOSHONI, WY 82849

3-10 2012

5319
99-968172023

Pay to the Order of Trinity Title of Texas \$ 2,000.00

DOLLARS

ACFCU

Atlantic City Federal Credit Union

Landry - Riverton - Shoshoni

FOR salary money for

Nordwick Davon

⑆302386817⑆

00816376925⑈

5389

Judy Nordwick

Label Matrix for local noticing
0542-5
Case 16-51161-cag
Western District of Texas
San Antonio
Thu Mar 23 13:16:19 CDT 2017

U.S. BANKRUPTCY COURT
615 E. HOUSTON STREET, ROOM 597
SAN ANTONIO, TX 78205-2055

SANTANDER CONSUMER USA INC.
P.O. BOX 560284
DALLAS, TX 75356-0284

Account Services
1802 N. E. Loop 410 #400
San Antonio, TX 78217-5298

Action Gypsum Supply
9635 W. Little York Rd.
Houston TX 77040-3319

Action Gypsum Supply, LP
c/o Lisa M. Norman
Andrews Myers, PC
3900 Essex Lane, Suite 800
Houston, Texas 77027-5198

American Express
World Financial Center
200 Vesey Street
New York, NY 10285-1000

American Express Bank PSB
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Aransas County
319 N. Church
Rockport, TX 78382-2715

Aransas County
c/o Diane W. Sanders
Linebarger Goggan Blair & Sampson, LLP
P.O.Box 17428
Austin, TX 78760-7428

Aransas County Tax Office
319 N. Church
Rockport, TX 78382-2715

Attorney General of the U.S.
10th & Const. Ave. N.W.#5111
Washington, D.C 20530-0001

Bank of America
PO Box 650070
Dallas TX 75265-0070

Bank of America, N.A.
Attn: Bankruptcy Department
P.O. Box 31785
Tampa, FL 33631-3785

Bank of America, N.A.
c/o BDFTE, LLP
15000 Surveyor Blvd Suite 100
Addison, TX 75001-4417

Baptist Hospital
111 Dallas Street
San Antonio, TX 78205-1230

Bexar County
c/o Don Stecker
711 Navarro, Suite 300
San Antonio, TX 78205-1749

Bexar County Tax Assessor
P.O. Box 2903
San Antonio, TX 78299-2903

Brehm Havel
7809 Broadway
San Antonio, TX 78209-2533

Builders Gypsum Supply
9525 Middlex
San Antonio TX 78217-5915

Building Specialties
7059 Pipestone
Schertz TX 78154-3209

Business & Professional Service
621 N. Alamo
San Antonio, TX 78215-1836

Capital Stack LLC
11 Broadway, 8th FL
New York NY 10004-1366

Credit Systems Intl. In.
1277 Country Club LN
Ft. Worth, TX 76112-2304

Dittmar Lumber Co
500 Seguin St
San Antonio, TX 78208-2040

Fed Loan Service
PO Box 60610
Harrisburg PA 17106-0610

First Mark Credit Union
P. O. Box 701650
San Antonio, TX 78270-1650

FirstMark Credit Union
c/o Syl Mauro, Attorney at Law
12451 Starcrest Drive
San Antonio, TX 78216-2992

Firstmark Credit Union
P O Box 701650
San Antonio, TX 78270-1650

Home Depot
P. O. Box 6405
Sioux Falls, SD 57117-6405

EXHIBIT B

ISC
PO Box 55489
Houston TX 77255-5489

ISC Acquisition Corporation d/b/a ISC Buildi
Lisa M. Norman, atty
3900 Essex Lane, Suite 800
Houston, Texas 77027-5198

Integrity Texas Funding
3440 Preston Ridge Rd, Ste 500
Alpharetta, GA 30005-3823

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
PO Box 7346
Philadelphia PA 19101-7346

Kathryn Gray, Attorney
Andrews Myers
3900 Essex Lane, Suite 800
Houston TX 77027-5198

L&W Supply Corporation
c/o Marshall L. Armstrong
Warren, Drugan & Barrows, P.C.
800 Broadway
San Antonio, Texas 78215-1517

Linebarger, Goggan, Balir & Sampson, LLP
711 Navarro St. Ste. 300
San Antonio, TX 78205-1749

Lone Star Title
6516 Bandera Road
San Antonio, TX 78238-1440

Millennium Loan Fund
12415 Bandera Road #118
Helotes, TX 78023-4265

REW
1902 Gulfmart St.
San Antonio TX 78217-6457

River City Waste
4514 Billy Sames
Adkins, TX 78101-9470

SARMA
555 E. Ramsey Rd.,
San Antonio TX 78216-4640

Santander Consumer
USA Inc. Attn: Bankruptcy Dept.
PO Box 560284
Dallas TX 75356-0284

Seterus
PO Box 1077
Hartford CT 06143-1077

Seterus Inc
c/o Cole D Patton
McCarthy Holthus-Texas LLP
1255 W 15th St Suite 1060
Plano TX 75075-4220

Seterus, Inc.
PO Box 1047
Hartford, CT 06143-1047

Syl Mauro
12451 Starcrest Drive
San Antonio, TX 78216-2988

Texas Car Title and Payday Loan Services, In
8601 Dunwoody Place
Suite 406
Atlanta, GA 30350-2550

Title Max
6898 Bandera Rd.
San Antonio TX 78238-1372

(p)TMX FINANCE LLC FORMERLY TITLEMAX
15 BULL STREET
SUITE 200
SAVANNAH GA 31401-2686

U. S. Attorney/IRS
601 N. W. Loop 410, Suite 600
San Antonio, Texas 78216-5512

U. S. Trustee
615 E. Houston St. Room 533
San Antonio, Texas 78205-2055

US DEPT OF EDUCATION
CLAIMS FILING UNIT
PO BOX 8973
MADISON WI 53708-8973

United States Trustee - SA12
US Trustee's Office
615 E Houston, Suite 533
PO Box 1539
San Antonio, TX 78295-1539

Dean William Greer
2929 Mossrock, Suite 117
San Antonio, TX 78230-5141

Earl L. Duron
7023 Jade Field
San Antonio, TX 78240-3589

Kirsten A. Duron
7023 Jade Field
San Antonio, TX 78240-3589

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service
P. O. Box 21126
Philadelphia, PA 19114

TitleMax of Texas, Inc. d/b/a TitleMax
15 Bull Street, Suite 200
Savannah, GA 31401

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Bexar County
c/o Don Stecker
711 Navarro, Suite 300
San Antonio, TX 78205-1749

(d)Brehm, Havel & Co LLP
7809 Broadway
San Antonio, TX 78209-2533

(u)Lock Marketing Concepts

(u)Seterus INC.

(u)Texas Workforce Commission

| | |
|---------------------|----|
| End of Label Matrix | |
| Mailable recipients | 57 |
| Bypassed recipients | 5 |
| Total | 62 |