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ATTORNEYS FOR DEBTORS

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

IN RE:

**KENOY WAYNE KENNEDY and
CHARRESSA BROOKE KENNEDY,**

Debtors.

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**CASE NO. 18-31549-bjh
Chapter 11**

**MOTION FOR AUTHORITY TO SELL REAL PROPERTY FREE
AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES
(116 Kennedy Drive, Terrell, Texas)**

TO THE HONORABLE UNITED STATES BANKRUPTCY COURT:

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT 1100 COMMERCE STREET, ROOM 1254, DALLAS, TEXAS 75242 BEFORE CLOSE OF BUSINESS ON NOVEMBER 21, 2018, WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

COME NOW Kenoy Wayne Kennedy and Charressa Brooke Kennedy (the “Debtors”), the Debtors in the above-styled and numbered bankruptcy proceeding, and file this their Motion to Sell Real Property Free and Clear of Liens, Claims and Encumbrances (116 Kennedy Drive, Terrell, Texas) (the “Motion”) and in support of same would respectfully show the Court the following:

I.

JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N).

2. Venue is proper pursuant to 28 USC § 1408 and 1409.

II.

FACTUAL AND PROCEDURAL BACKGROUND

3. On May 1, 2018 (the “Petition Date”) the Debtors filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”). The Debtors are now operating their business and managing their property as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner and no official committee has been appointed.

4. The Debtors own 12 rental properties. The Debtors intend to rearrange their affairs and continue to operate in order to pay their ongoing expenses, generate additional income and to propose a plan in this case.

5. The Debtors seek to sell the real property located at 116 Kennedy Drive, Terrell, Texas 75160 to Jeffery Don Buendel for \$162,000.00. A true and correct copy of the One to Four

Family Residential Contract (Resale) is attached hereto as **Exhibit “A”** and incorporated herein by this reference as if set forth in full for all purposes.

6. The sale shall be free and clear of all liens, claims and encumbrances, and such liens, claims and encumbrances shall attach to the sale proceeds. The property is encumbered by a lien claimed by City Bank, which lien shall attach to the proceeds of the sale of the Property and shall be paid at closing.

7. The property is also encumbered with liens of the local taxing authorities in Kaufman County, Texas. Such liens shall attach to the proceeds of the sale of the property and shall be paid in full at closing except for the 2018 real estate tax lien which shall remain attached to the property.

8. All reasonable and necessary closing costs will be paid out of the proceeds of the sale of the property.

9. Any excess sale proceeds will be held by the Debtors in their debtor-in-possession bank account pending an order of distribution approved by this Court.

10. The Debtors request that the fourteen (14) day period following the entry of an Order allowing the sale be waived.

III.

REQUEST FOR RELIEF

A. Approval of Sale Pursuant to Section 363(b)

“The [Debtor], after notice and a hearing, may use, sell, or lease other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). “The [Debtor] must provide some sound business justification for the proposed sale.” *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir. 1986). The Debtors have adequately marketed the property. Considering the

present market, and condition of the property, the Debtors assert that the proposed sale price is fair and reasonable. Delay may result in loss of the buyer, or further reduction in value received. Delay will result in additional ongoing expenses to the Debtors and the estate. In exercise of their business judgment, the Debtors assert that the proposed sale is in the best interest of the estate. *Id.*; see also, *In re the Bombay Company, Inc.*, 2007 Bankr. LEXIS 3218 (Bankr.N.D. Tex. 2007).

B. Sale Free and Clear of Liens Pursuant to Section 363(f)

The Property may be subject to security interest and liens. The Debtors request that the property be sold free and clear of all liens, claims and encumbrances pursuant to Section 363(f) of the Bankruptcy Code. The secured lien claim will attach to the proceeds of sale. The Debtors request the Court approve the sale of the property free and clear of such liens or interests, with such liens to attach to the proceeds therefrom, pursuant to Section 363(f) of the Bankruptcy Code. The sale should close as soon as it is approved by the Court.

WHEREFORE, PREMISES CONSIDERED Debtors request the Court enter an Order Approving Sale of Real Property Free and Clear of Liens, Claims and Encumbrances pursuant to the Contract attached as Exhibit “A”; and for such other and further relief to which Debtors may show themselves justly entitled.

DATED: October 31, 2018.

Respectfully submitted,

/s/ Joyce W. Lindauer

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ATTORNEYS FOR DEBTORS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 31, 2018, a true and correct copy of the foregoing Motion was served via United States first class mail, postage prepaid, upon the parties on the attached service list.

/s/ Joyce W. Lindauer

Joyce W. Lindauer



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

NOTICE: Not For Use For Condominium Transactions

2-12-18



1. PARTIES: The parties to this contract are Kenoy Kennedy, Charressa Kennedy (Seller) and Jeffery Don Buendel (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 9 Block E, Terraces Ph 1A
Addition, City of Terrell, County of Kaufman,
Texas, known as 116 Kennedy dr, 75160
 (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: _____.
- E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 9000.00
 B. Sum of all financing described in the attached: ☒ Third Party Financing Addendum,
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum \$ 153,000.00
 C. Sales Price (Sum of A and B) \$ 162,000

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: Within 3 days after the Effective Date, Buyer must deliver \$ 1600.00 as earnest money to Maria Robertson, as escrow agent, at Ranger Title 303 N Frances Terrell, Tx 75160 (address). Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Ranger 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.

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EXHIBIT

A

Contract Concerning 116 Kennedy dr, Terrell, TX 75160

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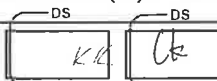
(Address of Property)

- (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:
- ☒ (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.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- 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 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 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 25 _____ 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 (9) above; or which prohibit the following use or activity: Residential Use
- Buyer must object the earlier of (i) the Closing Date or (ii) s _____ 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 any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.
- 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

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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 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

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- 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 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 7 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.

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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 \$450.00. 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.

9. CLOSING:

A. The closing of the sale will be on or before 11/28/2018, 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 \$0.00 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.

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Contract Concerning 116 Kennedy dr, Terrell, TX 75160

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(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 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

Initialed for identification by Buyer

JDB
10/27/18
6:58PM EDT
dotloop verified

and Seller

DS DS
KRL GZ

TREC NO. 20-14

Contract Concerning 116 Kennedy dr, Terrell, TX 75160

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(Address of Property)

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 disbursal 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 Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status 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: 21 Amity

Rockwall, TX 75087

Phone: _____

Fax: _____

E-mail: Buendel48@gmail.com

To Seller

at: _____

Phone: _____

Fax: _____

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 type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input 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 | |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing | |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | |

Initialed for identification by Buyer

JOB
10/27/18
6:58PM EDT
dotloop verified

and Seller

DS DS
KG GR

TREC NO. 20-14

Contract Concerning 116 Kennedy dr, Terrell, TX 75160

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2-12-18

(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 \$200.00 (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 _____ day of 10/27/2018, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Jeffery Don Buendel

Buyer

dotloop verified
10/27/18 6:58PM EDT
TX02-K6QN-EVWL-TLPT

DocuSigned by:

Seller

K2306ED9F8E496

Buyer

DocuSigned by:

Seller

CHARRESSA KENNEDY

K2306ED9F8E496



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. 20-14. This form replaces TREC NO. 20-13.

Contract Concerning 116 Kennedy dr, Terrell, TX 75160

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(Address of Property)

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

Coldwell Banker Residential Brokerage

Other Broker Firm

License No.

represents

- ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Tamera Hurst

0692636

Associate's Name

License No.

tammie.hurst@cbsdfw.com

903-456-0495

Associate's Email Address

Phone

Gwen Castillo

0348281

Licensed Supervisor of Associate

License No.

3018 Ridge Rd, #130

972-772-1500

Other Broker's Address

Phone

Rockwall, TX 75032

City

State

Zip

RE/MAX Landmark

Listing Broker Firm

License No.

represents

- ☐ Seller and Buyer as an intermediary
☒ Seller only as Seller's agent

Dona Elder

Listing Associate's Name

License No.

dona.elder@gmail.com

Listing Associate's Email Address

Phone

Licensed Supervisor of Listing Associate

License No.

Listing Broker's Office Address

Phone

Selling Associate's Name

License No.

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

Listing Broker has agreed to pay Other Broker 3% 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.

Contract Concerning 116 Kennedy dr, Terrell, TX 75160

(Address of Property)

Page 10 of 10

2-12-18

OPTION FEE RECEIPTReceipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Seller or Listing Broker Date

EARNEST MONEY RECEIPTReceipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent Received by Email Address Date

Address Phone

City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPTReceipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

116 Kennedy dr, Terrell, TX 75160

(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 \$ _____ (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.
- ☐ (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 203b _____ FHA insured loan of not less than \$153,000.00 (excluding any financed MIP), amortizable monthly for not less than 30 _____ years, with interest not to exceed 5 _____ % 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 
TAR 1901 Rockwall 3018 Ridge Rd #130 Rockwall, TX 75032

TREC NO. 40-7
Tamera Hurst 11-2-2015

Third Party Financing Addendum Concerning

Page 2 of 2

116 Kennedy dr, Terrell, TX 75160

(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 15 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 \$162,000.00; 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.

Jeffery Don Buendel

Buyer

dotloop verified
10/27/18 2:52PM EDT
SWEP-0ADG-YQOT-FZTB

96
K/K

Seller

Buyer

DocuSigned by:
CHARRESSA KENNEDY

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.

TREC NO. 40-7

Label Matrix for local noticing
0539-3
Case 18-31549-bjh11
Northern District of Texas
Dallas
Wed Oct 31 11:59:55 CDT 2018

Advancial Federal Credit Union
1845 Woodall Rodgers Fwy,
Suite 1300
Dallas, TX 75201-2260

Ally Financial
c/o Quilling, Selander, et al
2001 Bryan Street, Suite 1800
Dallas, TX 75201-3070

City Bank Texas
PO Box 5060
Lubbock, TX 79408-5060

Dallas County
Linbarger, Goggan, Blair & Sampson LLP
co Laurie A Spindler
2777 N Stemmons Frwy, No 1000
Dallas, TX 75207-2328

Forney ISD
% Perdue Brandon Fielder Et Al
500 E. Border Street
Suite 640
Arlington, TX 76010-7457

Joyce W. Lindauer Attorney, PLLC
12720 Hillcrest Rd., Ste. 625
Dallas, TX 75230-2163

Kaufman County
Linebarger Goggan Blair & Sampson, LLP
c/o Laurie A Spindler
2777 N Stemmons Frwy Ste 1000
Dallas, TX 75207-2328

Kaufman County
Linebarger Goggan Blair & Sampson, LLP
c/o Laurie Spindler
2777 N Stemmons Frwy, Suite 1000
Dallas, TX 75207-2328

RE/MAX Landmark
113 N. Frances St.
Terrell, TX 75160-2603

Richardson ISD
% Perdue Brandon Fielder Et Al
500 E. Border Street
Suite 640
Arlington, TX 76010-7457

Rockwall CAD
Linebarger Goggan Blair & Sampson, LLP
c/o Laurie A Spindler
2777 N Stemmons Frwy Ste 1000
Dallas, TX 75207-2328

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

WICHITA COUNTY
C/O PERDUE BRANDON FIELDER COLLINS & MOT
PO BOX 8188
WICHITA FALLS, TX 76307-8188

1100 Commerce Street
Room 1254
Dallas, TX 75242-1305

A-1 Freeman Records Management
11517 N. Broadway Ext.
Oklahoma City, OK 73114-6607

ABC Merchant Solutions
30 Broad Street, Suite 14108
New York, NY 10004-2304

ADT Security Services
PO Box 371878
Pittsburgh, PA 15250-7878

ADT Security Services
PO Box 650485
Dallas, TX 75265-0485

AT&T Mobility
PO Box 537104
Atlanta, GA 30353-7104

AT&T U-Verse
PO Box 5014
Carol Stream, IL 60197-5014

Ability Network Inc.
Dept. CH 16577
Palatine, IL 60055-6577

Absolute Home Therapy
PO Box 973
Rhome, TX 76078-0973

Advancial
1845 Woodall Rogers Freeway
Suite 1300
Dallas, TX 75201-2260

Advancial Federal Credit Union
1845 Woodall Rodgers Frwy
Suite 1300
Dallas, Texas 75201-2260

Advantage Capital Funding
85 Broad Street, 17th Floor
New York, NY 10004-2783

Advantage Capital Funding
co Platzter, Swergold et al
475 Park Avenue South, 18th Fl
New York, NY 10016-6901

Ally Bank
PO Box 130424
Roseville MN 55113-0004

Ally Bank Lease Trust
PO Box 130424
Roseville MN 55113-0004

Ally Financial
PO Box 380902
Bloomington, MN 55438-0902

Ally Financial Inc.
PO Box 78234
Phoenix, AZ 85062-8234

Amanda Arenivar
5926 Highway 258 West
Iowa Park, TX 76367-8414

AmeriHome Mortgage Company, LLC
LoanCare, LLC
ATTN: BANKRUPTCY DEPARTMENT
3637 Sentara Way
Virginia Beach, VA 23452-4262

Amerihome Mortgage Company
PO Box 60509
City of Industry, CA 91716-0509

Angela Fowler
2434 B Business 287 J
Iowa Park, TX 76367-7098

Atmos Energy
Attn: Bankruptcy Dept.
PO Box 650205
Dallas, TX 75265-0205

Attorney General of Texas
Bankruptcy Division
P O Box 12548
Austin, TX 78711-2548

BG Greentag Fire Equipment
704 Old Jacksboro Highway
Wichita Falls, TX 76301-7027

Barbara Pemble
145 County Road 2808
Mico, TX 78056-5049

Berrett Pest Control
708 Easy Street
Garland, TX 75042-6813

Bill Bronson
The Bronson Law Firm, P.C.
16475 Dallas Parkway, Suite 345
Addison, TX 75001-6345

Blue Cross Blue Shield of Texas
Health Care Service Corporation
PO Box 731428
Dallas, TX 75373-1428

Carrie Kelley
705 W Louisa Ave
Iowa Park, TX 76367-1182

Carrie M. Kelley
705 W. Louisa Avenue
Iowa Park, TX 76367-1182

(p) COMMUNITY HEALTH ACCREDITATION PROGRAM
1275 K STREET NW SUITE 800
WASHINGTON DC 20005-4067

Chase Bank
PO Box 78039
Phoenix, AZ 85062-8039

Chase Cardmember Services
PO Box 94014
Palatine, IL 60094-4014

Chase Credit Card
PO Box 78039
Phoenix, AZ 85062-8039

Chase Ink
Cardmember Services
PO Box 6294
Carol Stream, IL 60197-6294

Children's Place
PO Box 659820
San Antonio, TX 78265-9120

Chris Lewis
11536 Parma Lane, Apt. 24112
Fort Worth, TX 76244-2217

City Bank
PO Box 5060
Lubbock, TX 79408-5060

City Bank
c/o Michael Hicks
Mullin Hoard Brown LLP
1500 Broadway, Suite 700
Lubbock, TX 79401-3111

Clinics of North Texas
PO Box 8487
Wichita Falls, TX 76307-8487

Coker Rehab
PO Box 631
Corsicana, TX 75151-0631

D&A Wichita Properties, Ltd.
c/o Ann Popejoy (Family Partnership)
1106 Travis Street Suite 140
Wichita Falls, Texas 76301-4675

Dalila Garza
509 FM 369 North
Iowa Park, TX 76367-7041

Dallas County
Linebarger Goggan Blair & Sampson, LLP
c/o Lauruie A Spindler
2777 N Stemmons Frwy Ste 1000
Dallas, Texas 75207-2328

Debbie Knight
4709 Taft Blvd., #404
Wichita Falls, TX 76308-5008

Debbie Walsh
1821 Woodrow Rear
Wichita Falls, TX 76301-6031

Deborah Knight
4709 Taft Apt. 404
Wichita Falls, TX 76308-5008

Debra Walsh
1821 Woodrow Ave Rear
Wichita Falls, TX 76301-6031

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

Diana Miller
4651 Summit Drive
Wichita Falls, TX 76310-3963

Dillard's / Wells Fargo
PO Box 71118
Charlotte, NC 28272-1118

(p)DIRECTV LLC
ATTN BANKRUPTCIES
PO BOX 6550
GREENWOOD VILLAGE CO 80155-6550

Double T Therapy
3325 Adam Lane
Greenville, TX 75402-3329

Dyna Systems
PO Box 4437
Wichita Falls, TX 76308-0437

FMS Inc.
PO Box 707600
Tulsa, OK 74170-7600

Family Partnership
1106 Travis Street
Wichita Falls, TX 76301-4676

First Guaranty Bank
Attn: Kriss Patterson
Special Assets Department
PO Box 2009
Hammond, LA 70404-2009

First National Bank Texas
Attn: Asset Recovery
PO Box 73
Killeen, TX 76540-0073

Foneco Business Systems, Inc.
PO Box 496269
Garland, TX 75049-6269

Foreman Therapy Services, LLC
7616 LBJ Freeway, Suite 640
Dallas, TX 75251-1184

Forney ISD
c/o Perdue Brandon Fielder et al
500 East Border Street, Suite 640
Arlington, TX 76010-7457

Frontier Utilities
PO Box 660094
Dallas, TX 75266-0094

Gap / Old Navy / Banana Republic DUA
PO Box 960017
Orlando, FL 32896-0017

Gold Cross Medical Supply, Inc.
PO Box 4663
Wichita Falls, TX 76308-0663

Heritage Home Medical Equipment
2413 Kemp Blvd.
Wichita Falls, TX 76309-5348

Hooper & Rodgers CPA
947 W. Ralph Hall Parkway
Suite 103
Rockwall, TX 75032-6687

Internal Revenue Service
Mail Code DAL-5020
1100 Commerce Street
Dallas, Texas 75242-1100

JPMorgan Chase Bank, N.A.
c/o Paula Morin
P.O. Box 29550 Mail Code AZ1-1024
Phoenix, AZ 85038
602-221-7755
paula.morin@chase.com 85038-9550

Jackrabbit Storage
PO Box 2603
Forney, TX 75126-2603

Juanda's Consulting Company
182 PR 1386
Alvord, TX 76225

Kandi Clark
7567 Seymour Highway
Wichita Falls, TX 76310-6862

Kaufman County
Linebarger Goggan Blair & Sampson, LLP
c/o Laurie Spindler
2777 N. Stemmons Freeway Suite 1000
Dallas Texas 75207-2328

Kaufman County Tax Office
P O Box 339
Kaufman, TX 75142-0339

Kinnser
2600 Via Fortuna, Suite 150
Austin, TX 78746-7982

Laura Lacher
1207 N. Texas Street
Electra, TX 76360-1752

Laura Wachsmann
1025 FM 369 South
Iowa Park, TX 76367-7306

Liberty Mutual Insurance
PO Box 85834
San Diego, CA 92186-5834

Lillian Chou
4009 19th Street, Unit E
Lubbock, TX 79410-1003

Luxury Card Services
PO Box 60517
City of Industry, CA 91716-0517

M&M Therapies
409 Shoreline Drive
Wichita Falls, TX 76308-5711

Macy's / American Express
PO Box 9001108
Louisville, KY 40290-1108

McKesson Medical-Surgical
Minnesota Supply Inc.
8121 10th Avenue N.
Golden Valley, MN 55427-4401

(p)MEDLINE INDUSTRIES INC
ATTN ANNE KISHA
ONE MEDLINE PL
MUNDELEIN IL 60060-4486

Melissa Gilmore
1209 Shady Lane
Burkburnett, TX 76354-3237

Monica Robinson
2116 Marsh Lane, No. 2101
Carrollton, TX 75006-5187

(p)NEC FINANCIAL SERVICES
250 PEHLE AVE
STE 704
SADDLE BROOK NJ 07663-5888

NTS Communications, Inc.
PO Box 10730
Lubbock, TX 79408-3730

Nancy Devore
504 Kemp Blvd.
Wichita Falls, TX 76301-2900

Novacopy, Inc.
PO Box 372
Department 200
Memphis, TN 38101-0372

OnDeck
1400 Broadway
New York, NY 10018-5300

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Playmaker
801 Crescent Centre Dr., Suite 100
Franklin, TN 37067-7228

Premium Assignment Corporation
PO Box 8000
Tallahassee, FL 32314-8000

Professional Answering Service
PO Box 8
Wichita Falls, TX 76307-0008

Progressive Waste Solutions
2150 Garland Road
Dallas, TX 75218

Protection One
PO Box 219044
Kansas City, MO 64121-9044

Qwerty Tech
3001 Moffett Avenue
Wichita Falls, TX 76308-3507

Randall Greer PLLC
5910 N. Central Expressway
Suite 925
Dallas, TX 75206-5175

Rehab Pro, LP
17521 US Highway 69 S.
Suite 120
Tyler, TX 75703-5596

Rehab Synergies, LLC
2121 Avenue J, Suite 103
Arlington, TX 76006-5887

Richardson ISD
c/o Perdue Brandon Fielder et al
500 East Border Street, Suite 640
Arlington, TX 76010-7457

Richardson ISD Tax Office
970 Security Row
Richardson, TX 75081-2234

Rivas Goldstein LLP
7035 Bee Caves Rd., Suite 200
Austin, TX 78746-5066

Rockwall CAD
Linebarger Goggan Blair & Sampson, LLP
c/o Laurie A Spindler
2777 N Stemmons Frwy Ste 1000
Dallas, Texas 75207-2328

Ron Stringer & Associates
3113 H G Mosley Parkway
Longview, TX 75605-2942

Rose Hill Special Utility
PO Box 190
Kaufman, TX 75142-0190

SHP data Dept. CH 16577 Palatine, IL 60055-0001	Samuel Ollunga Park Avenue Recovery, LLC 104 East 25th Street, 10th Floor New York, NY 10010-8201	Sandra Cormier 3950 Spring Valley Rd., Apt. 437 Dallas, TX 75244-3473
Shamrock Ridge HOA PO Box 60875 Phoenix, AZ 85082-0875	Shanisa Harrold 383 E. Las Colinas Blvd., Apt. 2013 Irving, TX 75039-5552	Shred-It USA 28883 Network Place Chicago, IL 60673-1288
Smart Business Funding 601 Ocean Parkway, Suite 8E Brooklyn, NY 11218-5940	Spectrum PO Box 6575 Carol Stream, IL 60197-6575	Stericycle, Inc. PO Box 6575 Carol Stream, IL 60197-6575
Strategic Healthcare Programs, LLC PO Box 101019 Atlanta, GA 30392-1019	Suddenlink PO Box 660365 Dallas, TX 75266-0365	Talty Water Supply Corporation PO Box 890 Forney, TX 75126-0890
(p)TEXAS COMPTROLLER OF PUBLIC ACCOUNTS REVENUE ACCOUNTING DIV - BANKRUPTCY SECTION PO BOX 13528 AUSTIN TX 78711-3528	Texas Workforce Commission 101 E. 15th Street, Room 354 Austin, TX 78778-0001	Texas Workforce Commission 101 East 15th Street Austin, TX 78778-0001
Tropix Pools 1828 Choate Parkway Celina, TX 75009-0845	U. S. Attorney General Department of Justice Main Justice Building 10th & Constitution Ave., NW Washington, DC 20530-0001	U. S. Trustee's Office 1100 Commerce Street Room 976 Dallas, TX 75242-1011
(p)US BANK PO BOX 5229 CINCINNATI OH 45201-5229	United Healthcare Insurance Company PO Box 31362 Salt Lake City, UT 84131-0362	United Regional 1600 8th Street Wichita Falls, TX 76301-3108
United States Trustee 1100 Commerce Street Room 976 Dallas, TX 75242-0996	Vadim Serebro 55 Broadway, 3rd Floor New York, NY 10006-3757	Veritas Instrument Rental PO Box 950 Pinellas Park, FL 33780-0950
Vicki King 10868 Longley Road Iowa Park, TX 76367-8624	WC of Texas PO Box 660389 Dallas, TX 75266-0389	WF Storage Rental 1602 Loop 11 Wichita Falls, TX 76306-6815
Wells Fargo Bank, N.A. Small Business Lending Division P.O. Box 29482 Phoenix, AZ 85038-9482	Wichita County Tax Assessor Tommy Smyth 600 Scott Ave., Suite 103 Wichita Falls, TX 76301-2531	Your Therapy Source LLC 8625 Mid Cities Blvd., Unit 200 North Richland Hills, TX 76182-4721

Charressa Brooke Kennedy
16275 O'Conner Avenue
Forney, TX 75126-7572

Joyce W. Lindauer
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12720 Hillcrest Road
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Kenoy Wayne Kennedy
16275 O'Conner Avenue
Forney, TX 75126-7572

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).

Chap
1275 K Street NW, Suite 800
Washington, DC 20005-4067

Department of Treasury
Internal Revenue Service
Ogden, UT 84201-0039

DirectTV
PO Box 78626
Phoenix, AZ 85062-8626

Medline Industries, Inc.
Department 1080
PO Box 121080
Dallas, TX 75312-1080

NEC Financial Services
24189 Network Place
Chicago, IL 60673-1241

Texas Comptroller of Public Accounts
Revenue Accting Div - Bankr Section
PO Box 13528
Austin, TX 78711-3528

U.S. Bank National Association
Bankruptcy Department
PO Box 5229
Cincinnati, Ohio 45201-5229

(d)US Bank
Midwest RV/Marine
PO Box 790179
St. Louis, MO 63179-0179

(d)US Bank
Tracker Marine Boat Center
PO Box 790179
St. Louis, MO 63179-0179

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

(u)First Guaranty Bank

(u)JPMorgan Chase Bank, NA - Business Banking

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

(d)Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk VA 23541-1021

(d)WICHITA COUNTY
C/O PERDUE BRANDON FIELDER COLLINS & MOT
PO BOX 8188
WICHITA FALLS TX 76307-8188

End of Label Matrix
Mailable recipients 152
Bypassed recipients 5
Total 157