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

IN RE:	§	
	§	
STEVEN MICHAEL DAVIS II,	§	**CASE NO. 17-41860-rfn**
	§	**Chapter 11**
Debtor.	§	

MOTION FOR AUTHORITY TO SELL REAL PROPERTY
FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES
(Re: 11633 Estacado Drive, Frisco, Texas)

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT 501 W. TENTH STREET, ROOM 147, FORT WORTH, TEXAS 76102 ON OR BEFORE MARCH 2, 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.

TO THE HONORABLE UNITED STATES BANKRUPTCY COURT:

COMES NOW Steven Michael Davis II, the Chapter 11 Debtor in the above styled and referenced bankruptcy case ("Debtor"), and files this Motion for Authority to Sell Real Property Free and Clear of Liens, Claims and Encumbrances, and in support of same would respectfully show the following:

I.
JURISDICTION

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

2. Venue of the Chapter 11 case and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

II.
FACTUAL AND PROCEDURAL BACKGROUND

3. On May 1, 2017, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor is now operating its business and managing its property as a debtor 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. Debtor, through 11633 Estacado Trust, owns residential real property located at 11633 Estacado Drive, Frisco, Texas.

5. The Debtor seeks to sell the real property to Dru Merrill Horton and Minta Moss Horton for $415,000.00. 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 sales proceeds. Any excess sale proceeds will be held by counsel for the Debtor pending an order of distribution approved by this Court.

7. CitiMortgage and GreenTree Financial claim liens on the Property. The liens of CitiMortgage and GreenTree Financial shall attach to the proceeds of the sale of the Property and shall be paid in full at closing.

8. The Property is also encumbered with liens to the Eldorado Fairways Owners Association for homeowner's association dues and any outstanding ad valorem taxes.

9. The real estate tax liens of the local taxing authorities in Denton County, Texas shall attach to the proceeds of the sale of the Property except for the 2018 real estate tax lien which shall remain attached to the Property.

10. Debtor, as Trustee for the 11633 Estacado Trust, shall not receive any portion of the proceeds of the sale of the Property and its lien shall be released unconditionally at closing.

11. All reasonable and necessary closing costs will be paid out of the proceeds of the sale of the Property.

12. The Debtor requests 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)

13. "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 Debtor has adequately marketed the property.

Considering the present market, and condition of the Property, the Debtor asserts the proposed sales 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 Debtor and the estate. In exercise of his business judgment, the Debtor asserts 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)

14. The Property may be subject to security interest and liens. The Debtor requests that the property be sold free and clear of all liens claims and encumbrances pursuant to Section 363 (f) of the Bankruptcy Code. CitiMortgage and GreenTree Financial claim liens on the Property along with Eldorado Fairways Owners Association and ad valorem taxing authorities. The secured lien claims will attach to the proceeds of sale. The Debtor requests the Court approve the sale of the Property free and clear of liens or interests, with such liens to attach to the proceeds therefrom, pursuant to Section 363(f) of the Bankruptcy Code. The sale is scheduled to close on or before March 15, 2018.

WHEREFORE, PREMISES CONSIDERED Debtor requests the Court enter an Order approving the sale of the property pursuant to the Contract attached as Exhibit "A" and for such other and further relief to which Debtor may show himself justly entitled.

Dated: February 9, 2018.

Respectfully submitted,

/s/ Joyce W. Lindauer

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 9, 2018, a true and correct copy of the foregoing document was served via email pursuant to the Court's ECF system upon the parties listed below and via United States first class mail, postage prepaid, upon the remaining parties on the attached service list.

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11-2-2015

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** The parties to this contract are 11633 Estacado Trust (Seller) and Dru Merrill Horton, Minta Moss Horton (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 19 Block E, Eldorado Fairways at the Trails Ph A Addition, City of Frisco, County of Denton, Texas, known as 11633 Estacado Dr. 787961 (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: _____.
3. **SALES PRICE:**
   A. Cash portion of Sales Price payable by Buyer at closing ..... $ 20,750.00
   B. Sum of all financing described in the attached: [X] Third Party Financing Addendum, [ ] Loan Assumption Addendum, [ ] Seller Financing Addendum ..... $ 394,250.00
   C. Sales Price (Sum of A and B) ..... $ 415,000.00
4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
5. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit $ 4,000.00 as earnest money with Texas Secure Title - Martin Garcia, as escrow agent, at 1308 Glade Rd. Ste. 100 Colleyville, TX 76034 (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 [X] Seller's [ ] Buyer's expense an owner policy of title insurance (Title Policy) issued by Texas Secure Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
      (1) Restrictive covenants common to the platted subdivision in which the Property is located.
      (2) The standard printed exception for standby fees, taxes and assessments.
      (3) Liens created as part of the financing described in Paragraph 3.
      (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

EXHIBIT A

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(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: [X] (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 [X] Buyer [ ] Seller.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

[X] (1) Within 5 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at [ ] Seller's [X] Buyer's expense no later than 3 days prior to Closing Date.

[ ] (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

[ ] (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: _____.
Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:
(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property [X] is [ ] is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, 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 instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to

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change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as

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

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)

[X] (1) Buyer has received the Notice.

[ ] (2) Buyer has not received the Notice. Within _____ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

[ ] (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any. (Check one box only)

[X] (1) Buyer accepts the Property As Is.

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

_____.

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

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

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

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $ 600.00. 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.

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9. CLOSING:

A. The closing of the sale will be on or before March 15, 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: [X] 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 holder from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.) **Seller to have all utilities turned on prior to inspections.**

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.

(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

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Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
    A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
    B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
    C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

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D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at:	**To Seller at:**
druhorton@gmail.com	cc agent @
cc:pamlewis@ebby.com	jenniferwirz@ebby.com
Phone: (214)675-1477	Phone: (214)289-9335
Fax:	Fax::
E-mail: pamlewis@ebby.com	E-mail: jenniferwirz@ebby.com

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):

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

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23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller $ 100.00 (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 10 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 [X] 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 _____, _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer Dru Merrill Horton	DocuSigned by: Steven Davis — Seller 11633 Estacado Trust — Steven Davis
Buyer Minta Moss Horton	Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 20-13. This form replaces TREC NO. 20-12.

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

Other Broker Firm: _____ License No.: 0	Listing Broker Firm: Ebby Halliday Realtors License No.: 257740
represents ☐ Buyer only as Buyer's agent ☐ Seller as Listing Broker's subagent	represents ☒ Seller and Buyer as an intermediary ☐ Seller only as Seller's agent
Associate's Name: _____ License No.: 0	Listing Associate's Name: Jennifer Wirz License No.:
Licensed Supervisor of Associate: _____ License No.:	Licensed Supervisor of Listing Associate: Kristi Davis License No.:
Other Broker's Address: _____ Fax:	Listing Broker's Office Address: 1415 Legacy Dr. Fax:
City: _____ State: Zip:	City: Frisco State: TX Zip: 75033
Associate's Email Address: _____ Phone:	Listing Associate's Email Address: jenniferwirz@ebby.com Phone: (214)289-9335
	Selling Associate's Name: Pam Lewis License No.: 0442396
	Licensed Supervisor of Selling Associate: Kay Wright License No.:
	Selling Associate's Office Address: 8920 Coit Rd. Ste. 100 Fax:
	City: Plano State: TX Zip: 75025
	Selling Associate's Email Address: _____ Phone:

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.

OPTION FEE RECEIPT

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

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

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

Escrow Agent: _____ Date: _____

By: _____ Email Address: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-2-2015

EQUAL HOUSING OPPORTUNITY

AMENDMENT

TO CONTRACT CONCERNING THE PROPERTY AT

11633 Estacado Dr. **Frisco**

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

☐ (1) The Sales Price in Paragraph 3 of the contract is:
- A. Cash portion of Sales Price payable by Buyer at closing ..... $ _____
- B. Sum of financing described in the contract..... $ _____
- C. Sales Price (Sum of A and B)..... $ _____

☒ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
Buyer will hire structural engineer to determine condition of the foundation. Seller to repair the foundation per the structural engineer's recommendations, prior to closing. The foundation company used must be mutually acceptable to buyer and seller. Seller to have a pre-foundation work and and post foundation work fresh water and sewer plumbing leak test done to determine if there are any leaks. If any leaks are found, seller to repair all leaks and any cosmetic damages due to the repair. Buyer responsible for leak detection test.

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☐ (3) The date in Paragraph 9 of the contract is changed to _____, _____.

☐ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to $ _____.

☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: $ _____ by Seller; $ _____ by Buyer.

☐ (6) Buyer has paid Seller an additional Option Fee of $ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, _____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.

☐ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.

☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to _____, _____.

☒ (9) **Other Modifications:** (Insert only factual statements and business details applicable to this sale.)
If seller is unable to close on this property, for any reason, the earnest money will automatically be refunded to the buyer with no signatures needed by the seller.

EXECUTED the _____ day of _____, _____. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer **Dru Merrill Horton**	DocuSigned by: Steven Davis — Seller **11633 Estacado Trust** 98EC7B009E884E3... Steven Davis
Buyer **Minta Moss Horton**	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. 39-8. This form replaces TREC No. 39-7.

Ebby Halliday, REALTORS, 7224 Independence Pkwy Plano, TX 75025 Phone: 972.618.7500 Fax: 972.491.1806 Buyer Template
Pamela J Lewis
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EQUAL HOUSING OPPORTUNITY

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 08-18-2014

ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

11633 Estacado Dr. Frisco

(Street Address and City)

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

☒ 1. Within 15 days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.

☐ 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.

☐ 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.

☐ 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES: Except as provided by Paragraphs A, D and E, Buyer shall pay any and all Association fees or other charges associated with the transfer of the Property not to exceed $ 100.00 and Seller shall pay any excess.

D. DEPOSITS FOR RESERVES: Buyer shall pay any deposits for reserves required at closing by the Association.

E. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), ☐ Buyer ☒ Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

DocuSigned by:

Buyer Dru Merrill Horton

Steven Davis

Seller 11633 Estacado Trust

98EC78009E884E3...

Buyer Minta Moss Horton

Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-8. This form replaces TREC No. 36-7.

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11-2-2015

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

11633 Estacado Dr. Frisco

(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):

[X] 1. Conventional Financing:

[X] (a) A first mortgage loan in the principal amount of $ 394,250.00 (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed 4.000 % per annum for the first 30 year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed 2.000 % of the loan.

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

[ ] 2. Texas Veterans Loan: A loan(s) from the Texas Veterans Land Board of $ _____ for a period in the total amount of _____ years at the interest rate established by the Texas Veterans Land Board.

[ ] 3. FHA Insured Financing: A Section _____ FHA insured loan of not less than $ _____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

[ ] 4. VA Guaranteed Financing: A VA guaranteed loan of not less than $ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

[ ] 5. USDA Guaranteed Financing: A USDA-guaranteed loan of not less than $ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

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

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11633 Estacado Dr., Frisco, TX 787961
(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:
   - [X] This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 21 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.
   - [ ] This contract is not subject to Buyer obtaining Buyer Approval.
2. Property Approval: Property Approval will be deemed to have been obtained when the Property has satisfied lender's underwriting requirements for the loan, including but not limited to appraisal, insurability, and lender required repairs. If Property Approval is not obtained, Buyer may terminate this contract by giving notice to Seller before closing and the earnest money will be refunded to Buyer.
3. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

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

D. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than $ _____; or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs.

(1) The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

(2) If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

(3) If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

E. AUTHORIZATION TO RELEASE INFORMATION:

(1) Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

(2) Seller and Buyer authorize Buyer's lender, title company, and escrow agent to disclose and furnish a copy of the closing disclosures provided in relation to the closing of this sale to the parties' respective brokers and sales agents identified on the last page of the contract.

Buyer **Dru Merrill Horton**	Docusigned by: Steven Davis — Seller **11633 Estacado Trust** — 98EC7B009E884E3
Buyer **Minta Moss Horton**	Seller

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HALLIDAY REALTORS® EBBY.COM

SECOND CONSENT TO INTERMEDIARY AGENCY STATUS (SALE)

For use with "In Company" transactions by Ebby Halliday, REALTORS® or Dave Perry-Miller & Associates

Use this form only if written listing and buyer representation agreements were signed authorizing an intermediary relationship.

SELLER: 11633 Estacado Trust

BUYER: Dru Merrill Horton, Minta Moss Horton

PROPERTY (Address): 11633 Estacado Dr., Frisco, TX 787961

BROKER: Ebby Halliday Real Estate, Inc. dba Ebby Halliday, REALTORS®, Dave Perry-Miller & Associates

Buyer and Seller have either entered into a Contract for the purchase and sale of the Property or are contemplating entering into such a contract. Buyer and Seller hereby agree and consent that Broker shall be authorized to act as an Intermediary and that Broker (1) shall treat all parties honestly; (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner; (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property. Buyer and Seller further agree and consent as follows:

Initial As Applicable

DS SD

A. *Intermediary Status With Two Appointed Licensees for Buyer and Seller:* Broker shall appoint two of Broker's sales associates to act as Appointed Licensees to work with, carry out instructions and render professional advice and opinions to the party for whom they have been appointed. The Principal Appointed Licensees are as follows:

PRINCIPAL APPOINTED LICENSEES:
All other licensees of Broker are appointed to communicate with and carry out instructions of the parties.

For Seller: Jennifer Wirz
Name of Sales Associate

For Buyer: Pam Lewis
Name of Sales Associate

_____ B. *Intermediary Status With Only One Licensee Working with Buyer and Seller:* Buyer and Seller both wish to work with one sales associate of Broker as an Intermediary Representative who will not render professional advice or opinions to either party so as to remain fair and impartial to both parties, however may provide information and assistance. The Intermediary Representative in the transaction is stated as follows:

INTERMEDIARY REPRESENTATIVE:
All other sales associates of Broker who may assist the parties in the transaction will also be representatives.

For Parties: _____
Name of Sales Associate

Seller and buyer shall pay broker the professional service fee in accordance with the previously executed listing agreement and buyer representative agreement.

(If Applicable)

A. Broker discloses to the parties the existence of the following special relationship between the sales associates and one of the parties:

_____ is related to _____ as
Name-Buyer/Seller Name-Sales Associate

follows: (specify relationship): _____.

B. Broker has a long standing or active client relationship with: ☐ Buyer ☐ Seller

DocuSigned by: Steven Davis 98EC7B009E884E3...

Buyer **Dru Merrill Horton** Date 2/6/2018

Seller **11633 Estacado Trust** Date

Buyer **Minta Moss Horton** Date

Seller Date

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TEXAS ASSOCIATION OF REALTORS®

SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT **11633 Estacado Dr Frisco, TX 75033**

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller __ is __ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? __ or ✓ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring			✓
Carbon Monoxide Det.			✓
Ceiling Fans			✓
Cooktop			✓
Dishwasher			✓
Disposal			✓
Emergency Escape Ladder(s)			✓
Exhaust Fans			✓
Fences	✓		
Fire Detection Equip.			✓
French Drain			✓
Gas Fixtures			✓
Natural Gas Lines			✓

Item	Y	N	U
Liquid Propane Gas:			✓
-LP Community (Captive)			✓
-LP on Property			✓
Hot Tub			✓
Intercom System			✓
Microwave			✓
Outdoor Grill			✓
Patio/Decking			✓
Plumbing System			✓
Pool			✓
Pool Equipment			✓
Pool Maint. Accessories			✓
Pool Heater			✓

Item	Y	N	U
Pump: sump grinder			✓
Rain Gutters			✓
Range/Stove			✓
Roof/Attic Vents			✓
Sauna			✓
Smoke Detector			✓
Smoke Detector - Hearing Impaired			✓
Spa			✓
Trash Compactor			✓
TV Antenna			✓
Washer/Dryer Hookup			✓
Window Screens			✓
Public Sewer System			✓

Item	Y	N	U	Additional Information
Central A/C	✓			✓ electric __ gas number of units: UNKNOWN
Evaporative Coolers			✓	number of units:
Wall/Window AC Units		✓		number of units:
Attic Fan(s)			✓	if yes, describe: UNKNOWN
Central Heat	✓			✓ electric __ gas number of units:
Other Heat			✓	if yes, describe:
Oven			✓	number of ovens: __ electric __ gas __ other:
Fireplace & Chimney			✓	__ wood __ gas logs __ mock __ other:
Carport		✓		__ attached __ not attached
Garage	✓			✓ attached __ not attached UNKNOWN
Garage Door Openers			✓	number of units: number of remotes:
Satellite Dish & Controls			✓	__ owned __ lease from:
Security System			✓	__ owned __ lease from:
Water Heater	✓			electric __ gas __ other: UNKNOWN number of units:
Water Softener			✓	__ owned __ lease from:
Underground Lawn Sprinkler			✓	__ automatic __ manual areas covered:
Septic / On-Site Sewer Facility		✓		if yes, attach Information About On-Site Sewer Facility (TAR-1407)

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Water supply provided by: ✓ city __ well __ MUD __ co-op __ unknown __ other: _____
Was the Property built before 1978? __ yes ✓ no __ unknown
(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).
Roof Type: COMPOSITE Age: APRIL 2017 (approximate)
Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? __ yes ✓ no __ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ✓ yes __ no If yes, describe (attach additional sheets if necessary): SLAB ISSUE 3 BIDS WERE CONDUCTED

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		✓
Ceilings		✓
Doors		✓
Driveways		✓
Electrical Systems		✓
Exterior Walls		✓

Item	Y	N
Floors		✓
Foundation / Slab(s)	✓	
Interior Walls		✓
Lighting Fixtures		✓
Plumbing Systems		✓
Roof		✓

Item	Y	N
Sidewalks		
Walls / Fences		
Windows		
Other Structural Components		

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): SLAB NEEDS SOME PIERS, ROOF IS NEW

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		✓
Asbestos Components		✓
Diseased Trees: __ oak wilt		✓
Endangered Species/Habitat on Property		✓
Fault Lines		✓
Hazardous or Toxic Waste		✓
Improper Drainage		✓
Intermittent or Weather Springs		✓
Landfill		✓
Lead-Based Paint or Lead-Based Pt. Hazards		✓
Encroachments onto the Property		✓
Improvements encroaching on others' property		✓
Located in 100-year Floodplain		✓
Located in Floodway		✓
Present Flood Ins. Coverage (If yes, attach TAR-1414)		✓
Previous Flooding into the Structures		✓
Previous Flooding onto the Property		✓
Located in Historic District		✓
Historic Property Designation		✓
Previous Use of Premises for Manufacture of Methamphetamine		✓

Condition	Y	N
Previous Foundation Repairs		✓
Previous Roof Repairs	✓	
Previous Other Structural Repairs		✓
Radon Gas		✓
Settling		✓
Soil Movement		✓
Subsurface Structure or Pits		✓
Underground Storage Tanks		✓
Unplatted Easements		✓
Unrecorded Easements		✓
Urea-formaldehyde Insulation		✓
Water Penetration		✓
Wetlands on Property		✓
Wood Rot		✓
Active infestation of termites or other wood destroying insects (WDI)		✓
Previous treatment for termites or WDI		✓
Previous termite or WDI damage repaired		✓
Previous Fires		
Termite or WDI damage needing repair		✓
Single Blockable Main Drain in Pool/Hot Tub/Spa*		✓

DS DMH DS MCH

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If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? __ yes ✓ no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y	N	
	N	Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.
Y		Homeowners' associations or maintenance fees or assessments. If yes, complete the following: Name of association: _____ Manager's name: _____ Phone: _____ Fees or assessments are: $ _____ per _____ and are: __ mandatory __ voluntary Any unpaid fees or assessment for the Property? __ yes ($ _____) __ no If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
		Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following: Any optional user fees for common facilities charged? __ yes __ no If yes, describe: _____
		Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
Y		Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
	N	Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
	N	Any condition on the Property which materially affects the health or safety of an individual.
	N	Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold. If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
	N	Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
	N	The Property is located in a propane gas system service area owned by a propane distribution system retailer.
	N	Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): HAS HOA

IS IN A CHAPTER 11 BK AND ALLOWED TO BE SOLD

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Section 6. Seller __ has ✓ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? __ yes ✓ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

__ Homestead __ Senior Citizen __ Disabled
__ Wildlife Management __ Agricultural __ Disabled Veteran
__ Other: _____ __ Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? ✓ yes __ no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ✓ yes __ no If yes, explain: PROCEEDS TO REPAIR ROOF + FENCE

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* ✓ unknown __ no __ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller 1-12-18 Date Signature of Seller Date

Printed Name: Steve Davis DS DS Printed Name:

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ADDITIONAL NOTICES TO BUYER:

(1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us . For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.

(2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.

(3) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

(4) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(5) The following providers currently provide service to the Property: Atmos

Electric: _____ phone #: _____
Sewer: _____ phone #: _____
Water: _____ phone #: _____
Cable: _____ phone #: _____
Trash: _____ phone #: _____
Natural Gas: _____ phone #: _____
Phone Company: _____ phone #: _____
Propane: _____ phone #: _____

(6) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

DocuSigned by: Dru Merrill Horton 1/31/2018
B9EE1EB18109485...
Signature of Buyer Date
Printed Name: _____

DocuSigned by: Minta Moss Horton 1/31/2018
B489856C9849499...
Signature of Buyer Date
Printed Name: _____

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AAXY, LLC

DBA Austin First Mortgage, NMLS ID: 275971

Yinan Nancy Sun / NMLS License #322282

Phone: (512) 219-8148 (832) 426-2727 Fax: 512 872-2109,

E-Mail: nsun@austinfirstmortgage.biz

Address: 13284 Pond Springs Rd, Suite 204, Austin, TX 78729,

Address: 6918 Corporate Dr Suite A-13, Houston, TX 77036

Form A
Conditional Qualification Letter
Date: 12/18/2017

Residential Mortgage Loan Originator: Yinan Nancy Sun
License Number: **322282**

Prospective Applicant: Dru Horton; Minta Horton

Address: 2814 Forest Grove Drive, Richardson, TX, 75080
Phone #: : 972-658-6478

Loan (describe as follows):

Loan Amount: $ 380000
Purchase Price: $ 400,000
Qualifying Interest Rate: 4%
Term: 30 year fixed
Maximum Loan-to-Value Ratio: 95%
Loan Type and Description: conventional

Residential mortgage loan originator has received a signed application for the Loan from the prospective applicant

Residential mortgage loan originator has reviewed the prospective applicant's credit report

Residential mortgage loan originator has reviewed the prospective applicant's credit score

Residential mortgage loan originator has reviewed the following additional items (list):

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AAXY, LLC

DBA Austin First Mortgage, NMLS ID: 275971

Yinan Nancy Sun / NMLS License #322282

Phone: (512) 219-8148 (832) 426-2727 Fax: 512 872-2109,

E-Mail: nsun@austinfirstmortgage.biz

Address: 13284 Pond Springs Rd, Suite 204, Austin, TX 78729,

Address: 6918 Corporate Dr Suite A-13, Houston, TX 77036

The prospective applicant has provided the residential mortgage loan originator in writing with information about the prospective applicant:

Income
Available cash for down payment and payment of closing costs
Debts
Assets

Based on the information that the prospective applicant has provided to the residential mortgage loan originator as described above, the residential mortgage loan originator has determined that the prospective applicant is eligible and qualified to meet the financial requirements of the loan.

The final approval will be subject to lender's underwriting.

This is not an approval for the Loan. Approval of the Loan requires: (1) the residential mortgage loan originator to verify the information that the prospective applicant has provided; (2) the prospective applicant's financial status and credit report to remain substantially the same until the loan closes; (3) the collateral for the loan (the subject property) to satisfy the lender's requirements (for example, appraisal, title, survey, condition, and insurance); (4) the loan, as described, to remain available in the market; (5) the prospective applicant to execute loan documents the lender requires, and (6) the following additional items (list):

Residential Mortgage Loan Originator
Yinan Nancy Sun

Label Matrix for local noticing
0539-4
Case 17-41860-rfn11
Northern District of Texas
Ft. Worth
Fri Feb 9 15:37:12 CST 2018

Alexandra Meadows Owners Association
Riddle & Williams, P.C.
3710 Rawlins Street
Suite 1400
Dallas, TX 75219-6432

CitiMortgage, Inc.
PO BOX 9013
Addison, TX 75001-9013

Eagle Mountain-Saginaw ISD
c/o Perdue Brandon Fielder ET AL
500 E. Border St.
Suite 640
Arlington, TX 76010-7457

Eldorado Fairways at the Trails HOA, Inc.
c/o SBB Management Company
8360 LBJ Freeway, Ste. 300
Dallas, TX 75243-1160

LCS Financial Services Corporation
6782 South Potomac Street, Ste 100
Centennial, CO 80112-4585

Propel Financial Services, LLC
as agent in fact for
Propel Funding National 1, LLC
c/o Howard Marc Spector
12770 Coit Rd, Suite 1100
Dallas, TX 75251-1329

Tarrant County
Linebarger Goggan Blair & Sampson
c/o Lauire A Spindler
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207-2328

Willis Coves Homeowners Association
c/o CMA
1800 Preston Park Blvd., Ste. 101
Plano, TX 75093-5198

Wilmington Savings Fund Society, FSB, as Tru
1600 S. Douglass Rd.
Anaheim, CA 92806-5948

Wilmington Savings Fund Society, FSB, et al
c/o Prober & Raphael, A Law Corporation
20750 Ventura Boulevard, Suite 100
Woodland Hills, CA 91364-6207

Wilmington Savings Fund Society, FSB, et al,
c/o Prober & Raphael, ALC
20750 Ventura Blvd., Suite 100
Woodland Hills, CA 91364-6207

501 W. Tenth Street
Fort Worth, TX 76102-3637

Alexandra Meadows Owners Association
Principal Management Group
127 Park Central Drive Ste #600
Dallas, TX 75251-1537

Ally Financial
PO Box 78234
Phoenix, AZ 85062-8234

Amber Schultz
6545 Regina
Fort Worth, TX 76131-1228

Americas Servicing Company
1 Home Campus
Des Moines, IA 50328-0001
ATTN: Bankruptcy

Arvest Central Mortgage Company
ATTN: BANKRUTPCY DEPARTMENT
801 John Barrow Road
Suite 1
Little Rock, AR 72205-6511

Attorney General of Texas
Bankruptcy Div
PO Box 12548
Austin, TX 78711-2548

Bank of America
ATTN: Correspondence Unit
CA6-919-01-41
PO Box 5170
Simi Valley, CA 93062-5170

Basswood Park HOA
PCMC Processing Center
PO Box 60908
Phoenix, AZ 85082-0908

Belinda Davis
800 Weybridge
Keller, TX 76248-8714

Bonnie Hunt
Patrick Hunt
2432 Pheasant Drive
Little Elm, TX 75068-6620

Brian & Denise Odom
6457 Alexandra Meadows
Fort Worth, TX 76131-1222

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

Carrington Mortgage Services, LLC
PO Box 3489
Anaheim, CA 92803-3489

Central Mortgage
801 John Barrow Rd.
Suite 1
Little Rock, AR 72205-6511

Chase Bank formerly known as EMC
Mail Code OH4-7302
PO Box 24696
Columbus, OH 43224-0696

Christopher Myers
1708 Quails Nest
Fort Worth, TX 76177-7544

CitiMortgage
PO Box 6243
Sioux Falls, SD 57117-6243

City of Frisco
Linebarger, Goggan Blair & Sampson, LLP
c/o Laurie Spindler
2777 N. Stemmons Frwy Suite 1000
Dallas, TX 75207-2328

Crawford Farms HOA
1240 Keller Parkway, Suite 200
Keller, TX 76248-1630

Daniel & Yina Murillo
7017 Lindentree
Fort Worth, TX 76137-4488

David Stockman
Marinosci Law Group, PC
14643 Dallas Parkway
Suite 750
Dallas, TX 75254-8884

Denise Plaia
6112 Tilapia
Fort Worth, Texas 76179-7592

Denise Plaia & Valentine Beavis
6112 Tilapia
Fort Worth, TX 76179-7592

Deutsche Bank Trust Company c/o
Ocwen Loan Servicing LLC
Attn: Bankruptcy Department
PO BOX 24605
West Palm Beach, FL 33416-4605

Ditech Financial LLC
PO Box 6154
Rapid City, SD 57709-6154

Dustin George
Mackie Wolf Zientz & Mann PC
14160 N. Dallas Parkway
Suite 900
Dallas, TX 75254-4314

Eagle Mountain-Saginaw ISD
PO Box 13430
Arlington, TX 76094-0430

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

Eduardo Lerma & Beatriz Garza
7013 Lindentree
Fort Worth, TX 76137-4488

Eldorado Fairways HOA
c/o SBB Management
8360 LBJ Freeway, Suite 300
Dallas, TX 75243-1160

Eldorado Fairways at the Trails
c/o Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue, Suite 2700
Dallas, Texas 75201-4683

Ernest Bodean Slaughter
5424 Lavaca Rd.
Grand Prairie, TX 75052-8576

FV-I, Inc. Trustee (See 410)
c/o Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, Colorado 80129-2386

Greentree Financial
PO Box 6172
Rapid City, SD 57709-6172

H. Gray Burks, IV
SHAPIROSCHWARTZ, LLP
13105 Northwest Freeway, Suite 1200
Houston, Texas 77040-6355

Hector & Adela Nunez
5204 Shiver
Fort Worth, TX 76244-6225

Howard Marc Spector
Spector & Johnson, PLLC
12770 Coit Road, Suite 1100
Dallas, Texas 75251-1329

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

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

Jerry W. Mason
Harvey Law Group
PO Box 131407
Houston, TX 77219-1407

Jocelyn Humphreys & Shawn Prendergast
11633 Estacado
Frisco, TX 75033-1401

Kemesha Johnson & Polley Boakye
2108 Haylee
Fort Worth, TX 76131-1207

Lake Park HOA
c/o Principal Management Group
1225 Alma Rd., Suite 100
Richardson, TX 75081-2298

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

Moncor Inc.
15301 Spectrum Dr. 405
Addison, Texas 75001-6877

NYCB Mortgage Company
PO Box 91234
Cleveland, OH 44101-3234

Nationstar Mortgage
PO Box 619098
Dallas, TX 75261-9098

Nationstar Mortgage LLC
co Dominique M. Varner
Hughes, Watters & Askanase
1201 Louisiana, 28th FL
Houston, TX 77002-5607

New York Community Bank
1801 East 9th Street, OH99-0521
Cleveland, OH 44114-3107

Ocwen Loan Servicing
2711 Centerville Road
Suite 400
Wilmington, DE 19808-1645

Ocwen Loan Servicing LLC
ATTN: BANKRUTPCY DEPARTMENT
P O BOX 24605
West Palm Beach, FL 33416-4605

Ocwen Loan Servicing, LLC
c/o LCS Financial Services Corporation
6782 S. Potomac Street, Suite 100
Centennial, CO 80112-4585

PROBER & RAPHAEL, A LAW CORPORATION
20750 Ventura Boulevard, Suite 100
Woodland Hills, California 91364-6207

Power Default Services, Inc.
Northpark Town Center
1000 Abernathy Rd. NE
Bldg. 400, Suite 200
Atlanta, GA 30328-5614

Quails Grove HOA
c/o SBB Management
8360 LBJ Freeway, Ste 300
Dallas, TX 75243-1160

RMBS REO Holdings, LLC
c/o Select Portfolio Servicing, Inc.
PO Box 65450
Salt Lake City, UT 84165-0450

Randy & Yvette Castaneda
5440 Brazoria Dr.
Grand Prairie, TX 75052-8570

ReTax Funding
14785 Preston Rd. Suite 495
Dallas, TX 75254-6833

Real Time Resolutions, Inc.
1349 Empire Central Drive, Suite #1
Dallas, Texas 75247-4029

Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, NV 89119-4375

Roberto Balli, Jr.
10805 Elmhurst
Fort Worth, TX 76244-6374

Select Portfolio Servicing
c/o Terry Ross
Barrett Daffin Frappier Turner Engel
15000 Surveyor Blvd., Suite 100
Addison, TX 75001-4417

Selene Finance LP
9990 Richmond Ave.
Suite 400S
Houston, TX 77042-8500

Sendera Ranch HOA
c/o SBB Management
8360 LBJ Freeway, Suite 300
Dallas, TX 75243-1160

Settlement Village Residential Assoc Inc
PO Box 150126
White Settlement, TX 76108-0126

Steven Davis I
6412 Geneva
Fort Worth, TX 76131-1229

Taneisha Penny & Broderick Hill
9632 Minton
Fort Worth, TX 76108-3887

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

Tarrant County Tax Assesor-Collector
100 E. Weatherford
Fort Worth, TX 76196-0206

(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

The Bank of New York Mellon
Ocwen Loan Servicing, LLC
Attn. Bankruptcy Department
PO Box 24605
West Palm Beach, FL 33416-4605

Trails of Marine Creek HOA
c/o Principal Management Group
9001 Airport Freeway, Suite 450
North Richland Hills, TX 76180-7780

Tyrone Morgan
14037 Bronc Pen
Haslet, TX 76052-2934

U. S. Trustee's Office
1100 Commerce Street
Room 976
Dallas, TX 75242-1011

U.S. BANK NATIONAL ASSOCIATION,TRUSTEE(See 4
c/o Nationstar Mortgage LLC
PO Box 619096
Dallas, Texas 75261-9096

US Attny. General
10th and Constitution Ave.,NW
Main Justice Bldg. Rm. 5111
Washington, DC 20530-0001

US Bank Nat'l Assoc.
4801 Frederica Street
Owensboro, KY 42301-7441

United States Trustee
1100 Commerce Street
Room 976
Dallas, TX 75242-0996

Valerie Fierro
6357 Ferncreek
Fort Worth, TX 76179-4702

Vineyards at Heritage HOA
Premier Communities
3102 Oak Lawn Ave, Ste 202
Dallas, TX 75219-6400

Willis Coves HOA
1800 Preston Park Blvd
Plano, TX 75093-5188

Willis Coves Homeowners Association, Inc
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue, Suite 2700
Dallas, Texas 75201-4634

Joyce W. Lindauer
12720 Hillcrest Road, Suite 625
Dallas, TX 75230-2163

Joyce W. Lindauer
Joyce W. Lindauer Attorney, PLLC
12720 Hillcrest Road
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Dallas, TX 75230-2163

Steven Michael Davis II
P.O. Box 991
Keller, TX 76244-0991

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).

Texas Comptroller of Public Accts
Revenue Acctg Div Bankruptcy Sec
PO Box 13528
Austin, TX 78711

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

(u)Arvest Central Mortgage Company

(u)DEUTSCHE BANK TRUST COMPANY AMERICAS, AS T

(u)Deutsche Bank National Trust Company as Tr

(u)HSBC BANK USA, NATIONAL ASSOCIATION, AS IN

(u)Nationstar Mortgage LLC

(u)New York Community Bank

(u)Ocwen Loan Servicing LLC

(u)Ocwen Loan Servicing, LLC as Servicer for

(u)Ocwen Loan Servicing, LLC, as mortgage ser

(u)SELECT PORTFOLIO SERVICING, INC.

(u)Selene Finance LP

(u)THE BANK OF NEW YORK MELLON F/K/A THE BANK