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Attorneys for Debtor

**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. §

**JOINT MOTION FOR AUTHORITY TO SELL REAL PROPERTY
FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES
(Re: 6357 Ferncreek Lane, Fort Worth, Texas 76179**

**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 BEFORE CLOSE OF BUSINESS ON
OCTOBER 20, 2017, WHICH IS AT LEAST 24 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 Valerie Fierro (“Fierro”), and file this Joint 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:

1. 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.

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

3. Debtor, through 6357 Ferncreek Trust, sold to Fierro the real estate with the following legal description:

Trails of Marine Creek, The
Block: 4 Lot: 8
Fort Worth, Texas 76179

4. Fierro is the sole owner of the Property,

5. Fierro is current under the Promissory Note in favor of Steve Davis, as Trustee for 6357 Ferncreek Trust.

6. Debtor as debtor-in-possession is in control of all his assets and operates his business.

7. Debtor, on his Amended Schedule A on file with this Court, discloses ownership of the Property. [ECF No. 56, Page 2 of 18] subject to the purchase by Valerie Fierro under an owner finance agreement.

8. Debtor on Schedule D on file with this Court, discloses that the Property is subject to liens by Ocwen Loan Servicing, ReTax Funding and Trails of Marine Creek HOA [ECF No. 33, Pages 38, 43 and 46 of 48].

9. Debtor and Fierro jointly seek authorization from this Court to sell the Property pursuant to the terms of the Real Estate Purchase Agreement attached hereto as Exhibit "A."

10. The real estate tax liens of the local taxing authorities in Tarrant County, Texas shall attach to the proceeds of the sale of the Property except for the 2017 real estate tax lien which shall remain attached to the Property.

11. The lien of Ocwen Loan Servicing shall attach to the proceeds of the sale of the Property and shall be paid in full at closing.

12. The lien of ReTax Funding shall attach to the proceeds of the sale of the Property and shall be paid in full at closing.

13. The lien of Trails of Marine Creek HOA shall attach to the proceeds of the sale of the Property and shall be paid in full at closing.

14. The lien of Debtor shall not attach to the proceeds of the sale of the Property.
Debtor

15. Debtor, as Trustee for the 6347 Ferncreek Trust, shall not receive any portion of the proceeds of the sale of the Property and its lien shall be released unconditionally at closing.

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

17. The balance of the proceeds of the sale of the Property should be distributed to Fierro as homestead proceeds.

WHEREFORE, PREMISES CONSIDERED, Debtor and Fierro respectfully request that this Court enter an order authorizing Debtor and Fierro to sell the Property free and clear of liens, claims and encumbrances as of the date of closing, and granting Debtor and Fierro such other and further relief to which they may be justly entitled.

Dated: September 26, 2017.

Respectfully submitted,

/s/ Joyce W. Lindauer
Joyce W. Lindauer
State Bar No. 21555700
Sarah M. Cox
California Bar No. 245475
Jamie N. Kirk
State Bar No. 24076485
Jeffery M. Veteto
State Bar No. 24098548
Joyce W. Lindauer Attorney, PLLC
12720 Hillcrest Road, Suite 625
Dallas, Texas 75230
Attorneys for Debtor

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 26, 2017 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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/s/ Joyce W. Lindauer
Joyce W. Lindauer

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on 9/16/2017, by and between Valerie Fierro, a(n) individual ("Seller") and John Fierro, a(n) individual ("Buyer") (Seller and Buyer each a "Party" to this Agreement and collectively referred to as the "Parties").

1. **Purchase Agreement.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from the Seller, the property located at 6357 FERNCREEK LANE, FT WORTH, Texas 76179 (the "Property") including all fixtures and improvements attached or located on the land other than those excluded herein and subject to all easements, protective covenants, rights-of-way, and mineral rights, if any, according to the terms and conditions contained herein.
 - a. **Included Personal Property.** The following items of Seller's easily moveable personal property (the "Included Personal Property") are specifically incorporated into the purchase price and will remain on the Property after the Closing Date, at which point ownership of the Included Personal Property will transfer to Buyer: N/A. "Included Personal Property" refers to items that are non-fixtures, meaning unattached to the Property. All other items of Seller's easily moveable personal property will be removed from the Property prior to the Closing Date.
 - b. **Excluded Fixtures.** The following fixtures now existing on the Property (the "Excluded Fixtures") are specifically not incorporated in the purchase price and will not remain on the Property after the Closing Date: N/A. All other fixtures will be incorporated into the purchase price and will remain on the Property after the Closing Date thereby becoming the property of Buyer.
2. **Legal Description.** The Property is legally described as follows:
 - a. Trails of Marine Creek Block :4 Lot: 8 6357 Ferncreek lane Ft Worth Tx 76179
3. **Purchase Price.** The total purchase price for the Property is \$141,000.00. Buyer will pay \$0.00 (the "Earnest Money") upon the execution of this Agreement and then pay the remaining \$141,000.00 of the purchase price at closing.
4. **Earnest Money and Other Deposits.** Buyer swears and Seller acknowledges that upon the execution of this Agreement the Earnest Money will be deposited into an "Escrow

EXHIBIT "A"

Account." Any and all other deposits made will also be deposited into the Escrow Account. The Earnest Money is nonrefundable unless an exception herein applies.

5. Closing

- a. **Closing Date.** Closing will occur on November 01, 2017 (the "Closing Date"), at which point Seller will transfer title to the Property to Buyer. However, either Party may unilaterally delay closing for any reason, but in no event will closing occur more than 30 days after the Closing Date specified herein unless both Parties agree to extend the Closing Date in writing. If closing is delayed or extended as permitted by this Agreement, the Closing Date for purposes of this Agreement will be the date on which closing actually occurs.
6. **Delivery of Possession.** On the Closing Date, Seller will deliver possession of the Property to Buyer unless the Parties agree to a different date in writing. Seller will maintain all insurance covering the Property until the Closing Date. Seller agrees to deliver the Property in substantially the same condition as its present state and that Buyer will have the opportunity to inspect the Property prior to the Closing Date. If the Property is not in substantially the same condition as its present state upon delivery, Buyer will have the right to either (a) have the Earnest Money and all other deposits refunded and cancel this Agreement, or (b) accept the Property in such condition and require Seller to pay for the repairs to restore the Property to its former condition. Should Buyer choose this second option, all such repairs must be completed no later than 45 days after the Closing Date, with Seller paying Buyer a \$200 penalty for each additional day after the 45-day period that such repairs are not complete.
 - a. **Closing Costs.** The costs associated with closing this Agreement will be paid as follows:
 - i. Seller pays all costs associated with preparation of the deed to the Property;
 - ii. Seller pays for a title search, a title report, and a property owner's title insurance policy covering the amount of the purchase price;
 - iii. Seller pays all property taxes, fees, and assessments up to, but not including, the Closing Date, including any transfer tax;
 - iv. Seller pays any real estate agent's commission, unless otherwise agreed in writing by the Parties;

- v. Seller pays for any home loans and other debts on the Property not assumed by Buyer including any associated fees;
 - vi. Seller pays for any judgments, tax liens, or other liens necessary to clear title;
 - vii. Seller pays for any recording charges for documents necessary to clear title;
 - viii. Buyer pays for recording any documents in Buyer's name;
 - ix. Buyer pays the lender's title insurance premium, if applicable;
 - x. Buyer pays for any new home loan charges or assumption of existing loan charges unless otherwise required by the lender;
 - xi. Buyer pays for any costs associated with financing the purchase of the Property;
 - xii. Buyer pays for the notary fee, if applicable;
 - xiii. Each Party pays for half of the escrow fees, if applicable;
 - xiv. Each Party pays for half of the Homeowners Association transfer fee, if applicable; and
 - xv. Buyer agrees to pay for all other costs associated with closing this Agreement unless otherwise agreed by the Parties in writing.
- b. **Escrow Account.** A third-party trustee chosen by Buyer will manage the Escrow Account according to the terms of this Agreement. Any procedures followed by the Escrow Account manager must not conflict with the terms herein. The Escrow Account manager is hereby relieved and released of all liability in the event the close of this transaction and/or loan payoff is delayed pending clearance of such funds in accordance with standard banking practices.
- c. **Procedure at Closing.** On the Closing Date, Buyer and Seller, the Escrow Account manager, and any other party required to be present will gather to execute the necessary documents, at which point the Escrow Account manager will distribute the funds in the Escrow Account to the appropriate parties and file the deed to the Property. Closing will not occur if any of the following conditions have not been met:

- i. The purchase price, closing costs, and all other payments required herein are deposited into the Escrow Account;
 - ii. The deed to the Property and any other documentation needed to close the transaction are prepared and delivered to the necessary parties;
 - iii. The title company is ready to issue a title policy and, if title defects are preventing the title company from issuing the policy, closing will not occur unless Buyer chooses to waive such title defects in writing;
 - iv. Seller has repaired or removed all material defects on the Property prior to the Closing Date unless waived in writing by Buyer;
 - v. All contingencies stated in this Agreement have been satisfied unless waived in writing; or
 - vi. All other conditions of closing stated in this Agreement or required by law are satisfied.
- d. **Proration.** Taxes, assessments, rents, and Homeowners Association dues, if any, are to be prorated to Seller up to, but not including, the Closing Date. The Parties will coordinate with each other and the utility companies to ensure all utilities are transferred out of Seller's name and into Buyer's name on the Closing Date, including water, sewer, electric, and gas. Any utilities not transferred on the Closing Date will be prorated according to historical average usage for that month or otherwise according to the prior month's charges.

7. Title Requirements

- a. **Title Report.** Upon executing this Agreement, Seller will order a title report and have it sent to Buyer. Buyer must notify Seller within 10 business days of any objections Buyer has to any existing title defects, including any encumbrance, easement, or other recorded restriction. Upon receiving notice of an objection to a title defect, Seller must cure the defect on or before the Closing Date. Seller may use money deposited from the purchase price to clear any title defect. If Seller fails to cure all defects objected to on or before the Closing Date, Buyer may choose to have the Earnest Money and all other deposits refunded and cancel this Agreement. Alternatively, Buyer may choose to continue the transaction by waiving any title defect in writing.

- b. **Title Insurance.** Seller agrees to purchase a standard form property owner's title insurance policy covering the amount of the purchase price for Buyer from a certified insurance company. Such policy will insure Buyer against any defect or encumbrance on the title to the Property other than those stated on the deed transferring title to Buyer.

8. Buyer Contingencies

- a. **Financing: Third-Party Lender.** Unless waived by Buyer in writing, this Agreement is contingent on Buyer's ability to obtain a financing commitment from an institutional third-party lender on or before November 01, 2017 (the "Financing Contingency Date"). The loan must be at the prevailing interest rate, and the loan must finance at least 80% of the purchase price unless Buyer has sufficient funds by the Contingency Date to pay for the portion of the purchase price not being financed by a third-party lender. Buyer will make a good faith effort to secure such financing by the Contingency Date; however, if Buyer is nonetheless unable to secure such financing, this Agreement will be canceled and the Earnest Money and all other deposits will be refunded to the respective Parties.
- i. **Commitment or Denial Statement.** Buyer will provide Seller a copy of a commitment or denial statement from the third-party lender by the Financing Contingency Date. If Buyer does not provide Seller a copy of a commitment or denial statement from the third-party lender by the Financing Contingency Date, this Agreement will be canceled and Buyer will forfeit to Seller the Earnest Money and all other deposits made by Buyer. If Buyer does provide Seller a copy of a denial statement from the third-party lender by the Financing Contingency Date and Buyer so requests, Seller may choose to give written consent to extend the Financing Contingency Date to allow Buyer additional time to secure financing. In this event, if Seller does not then extend financing by the extended Financing Contingency Date this Agreement will be canceled and the Earnest Money and all other deposits will be refunded to the respective Parties.
- ii. **Alternative Financing.** Buyer reserves the right to obtain alternative financing by the Financing Contingency Date, but any alternative financing obtained must not result in any increased costs to Seller.
- b. **Waiver of Contingencies.** If Buyer so chooses, Buyer may waive any or all contingencies set forth herein by so stating in a signed writing.

9. Seller Representations and Warranties

- a. **Marketable Title.** Seller represents that it owns the Property in fee and has the authority and capacity to enter into this Agreement. Seller covenants to convey good and marketable title to the Property by general warranty deed that warrants that the Property is free of all title defects except those stated on the deed and waived by Buyer in writing. The deed will be deposited into the Escrow Account on or before the Closing Date.
- b. **Condition and Repair.** Seller represents that all improvements existing on the Property are in good condition and repair and that Seller has no knowledge of the existence of any material defect or any disrepair or instability of any improvement on the Property other than those listed below, including, without limitation, the foundation, walls, support structures, roof, water and electrical systems, plumbing, or mechanical systems. Seller covenants to deliver the Property in good condition and repair, without material defects, and clean and free of debris, reasonable wear and tear excepted.
 - i. **Required Repairs.** Unless waived by Buyer in writing, Seller will complete the following repairs within 30 days of this Agreement or by the Closing Date, whichever occurs first. If Seller fails to complete such repairs by this time, Buyer may choose to cancel this Agreement and have the Earnest Money and all other deposits refunded to the respective Parties. Seller will pay the cost of any inspection needed to confirm repairs were made.
 - ii. **Material Defect.** A "material defect" means any condition existing on the Property that would cost more than \$500 to repair or remove or any condition that would have a substantial negative effect on the value of the Property or the health or safety of the occupants, including structural, mechanical, environmental, pest, or other conditions.
- c. **Violations.** Seller represents that it has not received notice from any government authority regarding any violation of any laws, ordinances, or codes in connection with the condition of the Property. If Seller learns of the existence of any such violation, Seller covenants to immediately notify Buyer.
- d. **Encroachments.** With the exception of the following encroachments, Seller has no knowledge of the existence of any improvement encroaching on boundary lines of the Property: W/A. By signing this Agreement, Buyer acknowledges that Seller has recommended for Buyer to obtain a survey of the Property at Buyer's expense.
- e. **Environmental Threats.** Seller represents that it has no knowledge of any existing or impending environmental threat that poses a substantial risk of significantly diminishing the value of the Property or that would impair Buyer's intended use of the Property such that it would be unconscionable for Seller not to disclose it. Examples of such threats include, without limitation, environmental hazards, toxic substances, endangered

species, sinkholes, pollution, and pest problems.

- f. Government Assessments.** Local governments may periodically charge property owners an assessment for improvements that benefit their properties, such as sidewalks or sewers. Seller covenants to pay for any government assessments for municipal improvements completed on or before the Closing Date, and Buyer will pay any assessments for municipal improvements completed thereafter.
- g. Mechanic's Lien.** Seller covenants to pay off any existing mechanic's liens on the Property on or before the Closing Date and to ensure that any labor or materials furnished between the signing of this Agreement and closing will be paid for in full on or before Closing Date.
- h. Foreign Investment In Real Property Tax Act (FIRPTA).** Seller represents it is not a foreign person or foreign corporation as defined by the Foreign Investment In Real Property Tax Act (FIRPTA), and, therefore, Buyer will not be required to comply with the withholding requirements of FIRPTA at closing.
- i. Survival of Warranties.** Seller's warranties in this section will continue through and survive the Closing Date, the completion of this Agreement, and the delivery of the deed and possession of the Property to Buyer.

10. Seller Disclosures

- a. Local and State Ordinances.** Buyer acknowledges and understands that real estate owners are legally required to abide by state and local ordinances and zoning restrictions and that it is Buyer's responsibility to ensure it is acting in compliance with the law regarding this Property.
- b. Flood Area.** Seller agrees to disclose whether or not the Property is located in a flood area as determined by the pertinent government authority. Buyer acknowledges and understands that the location of rivers, swamps, lakes, and other wetlands, if present nearby, could have a negative impact on the value of the Property or the development of local real estate.
- c. Radon Gas.** Buyer acknowledges and understands the following:
RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN THIS STATE. ADDITIONAL

INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

- d. Smoke and Carbon Monoxide Detectors.** Buyer acknowledges and understands that local or state law may require the use of smoke and/or carbon monoxide detectors. If so required by local or state law, Seller agrees to provide Buyer a certificate confirming compliance with local or state smoke and/or carbon monoxide law.
- e. Lead Contamination.** Buyer acknowledges and understands the following:
EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN SELLER'S POSSESSION AND NOTIFY BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.
- f. Government Action and Restrictions.** Buyer acknowledges and understands that it is Buyer's sole responsibility to investigate whether any existing, pending, or proposed government legislation, restriction, or action may affect the value of the Property or Buyer's intended use of the Property.
- 11. Release of Dower.** If not already a Party to this Agreement, Seller's spouse, if any, joins in signing this Agreement in order to give his or her consent to the release of any dower or other marital rights in the Property.
- 12. Risk of Loss.** Seller assumes the risk of loss if the Property is destroyed or a material defect or other loss occurs between the date of this Agreement and the Closing Date. If Seller fails to restore the Property to its former condition, Buyer may choose to either (a) cancel this Agreement and have the Earnest Money and all other deposits refunded to the respective Parties, or (b) accept the Property with the loss and require Seller to pay or assign to Buyer any insurance proceeds payable to Seller as a result of such loss.

13. **Cancellation of Agreement.** If this Agreement is canceled as permitted by the terms herein, it will be deemed voided, with both Parties being fully released from performance, and neither Party will have any recourse against the other.
14. **Default and Remedies.** Upon Seller's default of this Agreement, Buyer will be entitled to either (a) cancel this Agreement and have the Earnest Money and all other deposits refunded to the respective Parties, or (b) pursue any remedy available by law or equity, including seeking specific performance. Upon Buyer's default of this Agreement, Seller will be entitled to either (a) cancel this Agreement, keep the Earnest Money as liquidated damages, and have all other deposits returned to the respective Parties, or (b) pursue any remedy available by law or equity, including seeking specific performance. In addition to any other relief that may be awarded, the prevailing Party of any action at law or in equity brought to enforce or interpret this Agreement will be entitled to reasonable attorneys' fees and costs.
15. **Mediation.** All claims or disputes related to the performances or interpretation of this Agreement that the Parties are unable to resolve themselves will be first submitted to a mediation services provider mutually acceptable to both Parties or otherwise through a mediator with the American Arbitration Association. Both Parties will share the costs of mediation equally.
16. **Arbitration.** All claims or disputes related to the performances or interpretation of this Agreement that the Parties are unable to resolve themselves or through mediation will be resolved by neutral binding arbitration through an arbitration services provider mutually acceptable to both Parties or otherwise through the American Arbitration Association. Both Parties will share the costs of arbitration equally.
17. **Deposit Procedure During Disputes.** In the event of a claim or dispute related to the performances or interpretation of this Agreement, the party managing the Escrow Account will either (a) retain all deposits, including the Earnest Money, until the claim or dispute is resolved, (b) release any or all deposits, including the Earnest Money, if the Parties so agree to release the funds by written agreement, or (c) take any other action permitted or required by law or regulation regarding the deposits in the Escrow Account.
18. **Accurate Purchase Price.** The Parties agree that the purchase price paid by Buyer will be an accurate reflection of the true value of the Property at the time of closing. The Parties agree to disclose this to the Internal Revenue Service as required by law.
19. **Further Assurances.** The Parties agree to execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement, including, without limitation, any documents or things that may be required by a third-party lender or title company.

- 20. Notices.** Any notice, service of process, or demands required or permitted under this Agreement or under law will be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

IF TO SELLER SEND TO:

Valerie Pierro
6357 FERN CREEK LANE,
FT WORTH, Texas 76179

IF TO BUYER SEND TO:

John Pierro
6357 FERN CREEK LANE
FT WORTH, Texas 76179

21. Miscellaneous Terms

- a. Entire Agreement.** This Agreement, including any attachments, addendums, exhibits, and amendments hereto, represents the entire and singular agreement between the Parties with respect to the matters herein stated, and any prior agreements, promises, or representations not included herein are void and of no effect.
- b. Governing Law.** The Parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of Texas exclusively and without reference to principles of conflict of laws.
- c. Assignment.** This Agreement will be binding and inure to the benefit of the Parties, their personal representatives, successors, guardians, and assigns, but only to the extent that such assignment is permitted by the terms of this Agreement, if at all.
- d. Survival.** The terms of this Agreement that impose an obligation on either Party after the delivery of the deed to Buyer will continue to survive until satisfied.
- e. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, that provision shall be considered removed from this Agreement; however, the remaining provisions shall continue to be valid and enforceable according to the intentions of the Parties. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed written, construed, and enforced as so limited.

- f. Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that results from causes or events beyond its reasonable control, including, without limitation, uncontrollable natural forces, war, labor or trade disputes, riots or civil unrest, or government action.
- g. Joint and Several Liability.** In the event two or more persons or entities are named as one Party to this Agreement, such persons' obligations and responsibilities will be joint and several.
- h. Amendments.** Any amendments, modifications, or additions to this Agreement must be expressly made in a writing signed by all Parties.
- i. Time of Essence.** Time is of the essence for this Agreement.
- j. Construction.** In this Agreement, the masculine, feminine, and neuter genders will be interpreted to include each other, as will the singular and plural. Headings used herein are for convenience only and will not be interpreted to give any meaning to their respective provisions.
- k. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original but considered part of one agreement.

The Parties have read this entire Agreement and hereby agree to fully perform all the terms and conditions in good faith. By signing this Agreement each Party swears that the information it has provided is true and accurate to the best of its knowledge and belief.

NOTICE: THIS IS AN IMPORTANT LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. CONSULT AN ATTORNEY IF YOU DO NOT UNDERSTAND THE TERMS OF THIS AGREEMENT.

BUYER

Name: John Fierro

Sign: John B. Fierro Date: 9/16/2017

SELLER

Name: Valerie Fierro

Label Matrix for local noticing

0539-4

Case 17-41860-rfn11

Northern District of Texas

Ft. Worth

Tue Sep 26 14:57:26 CDT 2017

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

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 Laurie 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

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Wilmington Savings Fund Society, FSB, et al,

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501 W. Tenth Street
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Alexandra Meadows Owners Association

Principal Management Group

127 Park Central Drive Ste #600

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Ally Financial
PO Box 78234
Phoenix, AZ 85062-8234Amber Schultz
6545 Regina
Fort Worth, TX 76131-1228Americas Servicing Company
1 Home Campus
Des Moines, IA 50328-0001
ATTN: BankruptcyArvest Central Mortgage Company
ATTN: BANKRUTPCY DEPARTMENT
801 John Barrow Road
Suite 1
Little Rock, AR 72205-6511Attorney General of Texas
Bankruptcy Div
PO Box 12548
Austin, TX 78711-2548Bank of America
ATTN: Correspondence Unit
CA6-919-01-41
PO Box 5170
Simi Valley, CA 93062-5170Basswood Park HOA
PCMC Processing Center
PO Box 60908
Phoenix, AZ 85082-0908Belinda Davis
800 Weybridge
Keller, TX 76248-8714Bonnie Hunt
Patrick Hunt
2432 Pheasant Drive
Little Elm, TX 75068-6620Brian & Denise Odom
6457 Alexandra Meadows
Fort Worth, TX 76131-1222Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083Carrington Mortgage Services, LLC
PO Box 3489
Anaheim, CA 92803-3489Central Mortgage
801 John Barrow Rd.
Suite 1
Little Rock, AR 72205-6511Chase Bank formerly known as EMC
Mail Code OH4-7302
PO Box 24696
Columbus, OH 43224-0696Christopher Myers
1708 Quails Nest
Fort Worth, TX 76177-7544CitiMortgage
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Sioux Falls, SD 57117-6243City of Frisco
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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
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 Arlington, TX 76010-7457

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 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

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 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

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 Centralized Insolvency Operations
 PO Box 7346
 Philadelphia, PA 19101-7346

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

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Jocelyn Humphreys & Shawn Prendergast
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 c/o Principal Management Group
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 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

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

Randy & Yvette Castaneda
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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.
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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
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 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.
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 Owensboro, KY 42301-7441

United States Trustee
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Valerie Fierro
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 Fort Worth, TX 76179-4702

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 Premier Communities
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Steven Michael Davis II
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 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 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

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

(u)U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

(u)WILMINGTON TRUST, NA, SUCCESSOR TRUSTEE TO

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