

Collin College

Delinquent Property Taxes

Foreclosure and Sale Process Description

- Delinquent tax collection attorneys, Gay, McCall, Isaacks & Roberts, PC (“Gay, McCall”) file suit against the property owners & lienholders on behalf of the taxing jurisdictions
- Gay, McCall gets a judgment against the property on behalf of the taxing jurisdictions
- the property is auctioned at a Sheriff’s sale (“tax sale”) held on the first Tuesday of each month
 - the minimum bid amount is the judgment amount or the market value of the property, whichever is lower
- If the property does not sell at the auction, it is “struck back” to one or more of the taxing entities on behalf of itself and the other entities
- The list of current available struck off properties and information about each property is online at http://public1.co.collin.tx.us/struck_off/default.aspx
 - Property Tax account number
 - Legal description
 - Link to Collin Central Appraisal records
 - Map
 - Value History
 - Deed History
- Gay, McCall may then accept private bids on the property and submit them to each taxing entity for consideration
 - Anyone can bid on the “struck-back” properties
 - Bids are submitted to Erin Minett at Gay, McCall in writing and must contain the bidders’ name, mailing address, bid amount and the property account number.
 - If the bid is above or at the minimum amount, approval by one entity is required
 - If the bid is below the minimum amount, approval by all entities is required

LAW OFFICES
GAY, MCCALL, ISAACKS & ROBERTS, P.C.
A PROFESSIONAL CORPORATION

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♦ BOARD CERTIFIED -- CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
+ATTORNEY - MEDIATOR

March 30, 2017

Mr. Kenneth Lynn
3452 Spur 399
McKinney, TX 75069

Re: Offer from Jaime Alberto Castillo to purchase
Blk 2, Lot 4c, Neathery Marble, Farmersville, Texas

Dear Mr. Lynn:

Jaime Alberto Castillo has offered to purchase Blk 2, Lot 4c, Neathery Marble, Farmersville, Collin County, Texas (BEING LOT 4C, BLOCK 2, OF NEATHERY-MARBLE ADDITION TO THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, AS RECORDED IN VOL. 668, PAGE 928, OF THE COLLIN COUNTY DEED RECORDS.) for \$500.00.

This property was sold at a Sheriff's Sale on June 3, 2003 pursuant to delinquent tax collection suit number 401-1710-01. There were no bidders and the property was struck off to the College for itself and on behalf of the other taxing jurisdictions. There was a previous offer submitted that was approved by the College, but was denied by the County after the County Commissioners expressed concerns that the subject property was, in effect, the backyard of an adjacent property. **The offer now before the College is that of the adjacent property owner.**

The property's most recent value according to the Appraisal District is \$15,750.00. The property was struck off for the minimum amount, \$2,401.05, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code the court costs and costs of sale must be paid first out of the proceeds of a resale. The remainder would be distributed to the taxing jurisdictions pro-rata. Those costs total \$449.00. A breakdown of amounts each taxing entity will receive is enclosed.

If all taxing jurisdictions agree to accept \$500.00 for the property, the property may be sold for that amount. Each jurisdiction must execute the deed. **The County has already approved this bid.**

If your entity decides to accept this offer, enclosed for execution is a Deed Without Warranty our office prepared for this resale. When the Deed is executed, please return it to me, so that I may finalize this transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,



Erin Minett

Enclosure

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**DEED WITHOUT WARRANTY
(TAX FORECLOSED PROPERTY RESALE)**

Date: _____, 2017

Grantor: FARMERSVILLE INDEPENDENT SCHOOL DISTRICT, COLLIN COUNTY, COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, and CITY OF FARMERSVILLE

Grantor's Mailing Address (including county):
205 S. Main
Farmersville, Texas 75442
Collin County

Grantee: Jaime Alberto Castillo

Grantee's Mailing Address (including county):
419 Haislip Street
Farmersville, TX 75442
Collin County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Property described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.
2. Visible and apparent easements over or across subject property.
3. Rights of parties in possession.
4. Any and all easements, restrictions, covenants, conditions and reservations of record, if any, applicable to the herein conveyed property or any part hereof.
5. Any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.
6. All oil, gas, and other minerals reserved by prior grantors.

By acceptance of this Deed, Grantee acknowledges and agrees that the Property is being purchased and conveyed "AS IS" with all faults and defects whether patent or latent as of the closing. Grantors, on behalf of themselves and the other taxing entities on whose behalf it holds title to the Property, specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of

the Property and the suitability thereof for any and all activities and uses which Grantee may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Grantee affirming that Grantee has not relied on Grantors' skill or judgment to select or furnish the Property for any particular purpose, and that Grantor makes no warranty that the Property is fit for any particular purpose).

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors, or assigns forever WITHOUT WARRANTY.

The intent of this Deed Without Warranty is to transfer and sell to Grantee the property struck off to Grantors as trustees on behalf of all taxing jurisdictions in Cause No. 401-1710-01 in the 401st Judicial District Court, Collin County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

FARMERSVILLE INDEPENDENT SCHOOL DISTRICT

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of the Farmersville Independent School District as the act and deed of said Farmersville Independent School District.

Notary Public, State of Texas
Notary's name, (printed):

Notary's commission expires: _____

COLLIN COUNTY, TEXAS

By: Keith Self

Title: County Judge

ATTEST:

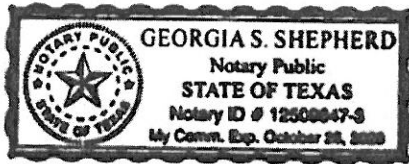
Helen Link

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 21st day of February, 2017, by Keith Self, County Judge of Collin County, Texas as the act and deed of said Collin County, Texas.



Georgia S. Shepherd
Notary Public, State of Texas
Notary's name, (printed):

Notary's commission expires: 10/26/2020

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____,

_____ of the Collin County Community College District as the act and deed of said Collin County Community College District.

Notary Public, State of Texas
Notary's name, (printed):

Notary's commission expires: _____

CITY OF FARMERSVILLE

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of the City of Farmersville as the act and deed of said City of Farmersville.

Notary Public, State of Texas
Notary's name, (printed):

Notary's commission expires: _____

EXHIBIT A

BEING LOT 4C, BLOCK 2, OF NEATHERY-MARBLE ADDITION TO THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, AS RECORDED IN VOL. 668, PAGE 928, OF THE COLLIN COUNTY DEED RECORDS.

Distribution of Proceeds

Blk 2, Lot 4c, Neathery Marble, Farmersville, Texas

R1062002004C1

Cause no.: 401-1710-01

Judgment date: July 1, 2002

Sheriff's sale: June 3, 2003

Taxes in Judgment:	FISD	\$1,156.38
	City	515.80
	County	203.29
	CCCCD	<u>76.58</u>
	Total	<u>\$1,952.05</u>

Other Judgment Amounts:

District Clerk Fees	\$449.00
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Minimum Bid at Sale: \$2,401.05

Resale price: \$500.00

Settlement Costs:

District Clerk Fees	449.00
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Total Costs:	<u>449.00</u>
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Proceeds to be Distributed: \$51.00

Percentage of Judgment Taxes: 3%

Distributed to Collin County Tax Assessor on Behalf of:

FISD	\$30.21
City	13.48
County	5.31
CCCCD	<u>2.00</u>
Total	<u>\$51.00</u>