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+ATTORNEY - MEDIATOR

January 21, 2016

Mr. Kenneth Lynn
3452 Spur 399
McKinney, TX 75069

Re: Offer from North Collin County Habitat for Humanity to purchase
902 Anthony St., McKinney, Texas

Dear Mr. Lynn:

North Collin County Habitat for Humanity has offered to purchase 902 Anthony St., McKinney, Collin County, Texas (BEING LOT 15A, BLOCK 10, OF RUSSELL #01 ADDITION, aka 902 ANTHONY ST., CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, AS RECORDED IN VOL. 674, PAGE 449, OF THE COLLIN COUNTY DEED RECORDS) for \$20,500.00.

This property was sold at a Sheriff's Sale on August 3, 2010 pursuant to delinquent tax collection suit number 429-02058-2009. There were no bidders and the property was struck off to the College for itself and on behalf of the other taxing jurisdictions.

The property's most recent value according to the Appraisal District is \$18,000.00. The property was struck off for the total judgment amount, \$27,133.31, 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. A breakdown of amounts each taxing entity will receive is enclosed.

In addition, the City has a demolition lien on the property which will be extinguished by this sale. Pursuant to the Texas Property Tax Code, this lien is only paid if there are excess proceeds after all entities are paid the full amount of taxes due.

If all taxing jurisdictions agree to accept \$20,500.00 for the property, the property may be sold for that amount. Each jurisdiction must execute the deed.

If your entity decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it in the enclosed self-addressed, stamped envelope.

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

Sincerely,



Erin Minett

Enclosure

SPECIAL WARRANTY DEED

Date: _____, 2016

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

Grantor's Mailing Address (including county):

P.O. Box 517
McKinney, Texas 75070
Collin County

Grantee: North Collin County Habitat for Humanity

Grantee's Mailing Address (including county):

P.O. Box 153
McKinney, TX 75070
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.

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. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

The intent of this Special Warranty Deed is to transfer the property foreclosed on by the Grantor taxing jurisdictions in Cause No. 429-02058-2009 in the 429TH Judicial District Court, Collin County, Texas, and no more.

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

McKINNEY INDEPENDENT SCHOOL DISTRICT

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

 This instrument was acknowledged before me on the _____ day of
_____, 2016, by _____,
_____ of the McKinney Independent School District as
the act and deed of said McKinney Independent School District.

Notary Public, State of Texas

Notary's name, (printed):

Notary's commission expires: _____

COLLIN COUNTY, TEXAS

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

 This instrument was acknowledged before me on the _____ day of
_____, 2016, by _____,
_____ of Collin County, Texas as the act and deed of
said Collin County, Texas.

Notary Public, State of Texas

Notary's name, (printed):

Notary's commission expires: _____

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
_____, 2016, 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 MCKINNEY

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

 This instrument was acknowledged before me on the _____ day of
_____, 2016, by _____,
_____ of the City of McKinney as the act and deed of
said City of McKinney.

Notary Public, State of Texas

Notary's name, (printed):

Notary's commission expires: _____

EXHIBIT A

BEING LOT 15A, BLOCK 10, OF RUSSELL #01 ADDITION, aka 902 ANTHONY ST., CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, AS RECORDED IN VOL. 674, PAGE 449, OF THE COLLIN COUNTY DEED RECORDS

Distribution of Proceeds

902 Anthony St., McKinney, Texas

R0937010015A1

Cause no.: 429-02058-2009

Judgment date: April 3, 2003

Sheriff's sale: April 3, 2003

Taxes in Judgment:	MISD	\$10,237.10
	City	4,276.06
	County	1,672.24
	CCCCD	<u>623.57</u>
	Total	<u>\$16,808.97</u>

Other Judgment Amounts:

District Clerk Fees	\$2,522.35
Demolition Lien	4,569.09

Resale price:	\$20,500.00
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Settlement Costs:

Constable Fee	1,667.13
Publication Fee	298.50
District Clerk Fees	2,522.35
Maintenance Fee	-
Demolition Lien	-
Lien Release Fee	125.00

Total Costs:	<u>4,612.98</u>
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Proceeds to be Distributed:	<u>\$15,887.02</u>
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Percentage of Judgment Taxes:	95%
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Distributed to Collin County Tax Assessor on Behalf of:

MISD	\$9,75.61
City	4,041.52
County	1,580.52
CCCCD	<u>589.37</u>
Total	<u>\$15,887.02</u>