

LAW OFFICES  
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A PROFESSIONAL CORPORATION

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TEXAS BOARD OF LEGAL SPECIALIZATION  
+ATTORNEY - MEDIATOR

June 11, 2018

Mr. Kenneth Lynn  
3452 Spur 399  
McKinney, TX 75069

Re: Offer from Farmersville Independent School District to purchase  
Wright Street, Farmersville, Texas

Dear Mr. Lynn:

Farmersville Independent School District has offered to purchase Wright Street, Farmersville, Collin County, Texas (College Heights Addition, Blk A, Lot 5B, 6B, 37, 38, 39B & 40B) for \$300.00.

This property was sold at a Sheriff's Sale on October 1, 1996 pursuant to delinquent tax collection suit number 2190016896. 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 \$15,400. The property was struck off for the minimum amount, \$2,759.98, which includes taxes, penalties and interest, costs of court, and costs of sale.

The total amount of the court costs and costs of sale is \$821.48. 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 with the Constable Fees being paid first at \$196.56. The next court cost to be paid is to the District Clerk. However, because the District Clerk is unable to accept a partial payment, they will not be paid out of the proceeds of the resale. The next cost of sale to be paid is the publication fees, a partial payment of \$103.44 will be paid to Gay, McCall. If there had been any money remaining, it would have been distributed to the taxing jurisdictions pro-rata. No money will be paid to any taxing entity which is reflected on the distribution of proceeds worksheet attached.

If all taxing jurisdictions agree to accept \$300.00 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, attached 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,



Jennifer Williams

Distribution of Proceeds

Wright Street, Farmersville, Texas  
R1050001005B1

Cause no.: 2190016896  
Judgment date: June 13, 1996  
Sheriff's sale: October 1, 1996

Taxes in Judgment:	FISD	\$1,714.16
	City	0.00
	County	158.58
	CCCCD	<u>65.76</u>
	Total	<u>\$1,938.50</u>

Other Judgment Amounts:

District Clerk Fees	\$383.00
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Post Judgment Taxes/Costs: 438.48

Minimum Bid at Sale: \$2,759.98

Current Appraised Value: \$15,400.00

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Resale price: \$300.00

Settlement Costs:

Constable Fee	196.56	Constable to receive \$196.56
Publication Fee	241.92	Gay, McCall to receive \$103.44
District Clerk Fees	383.00	District Clerk to receive \$0.00
Maintenance Fee	0.00	
Demolition Lien	0.00	
Lien Release Fee	<u>0.00</u>	

Total Costs: 821.48

Proceeds to be Distributed: \$0.00

Percentage of Judgment Taxes: -27%

Distributed to Collin County Tax Assessor on Behalf of:

FISD	\$0.00
City	0.00
County	0.00
CCCCD	<u>0.00</u>
Total	<u>\$0.00</u>

**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: \_\_\_\_\_, 2018

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

Grantor's Mailing Address (including county):

501A Hwy 78N.  
Farmersville, Texas 75442  
Collin County

Grantee: Farmersville Independent School District

Grantee's Mailing Address (including county):

501 A North State Highway 78  
Farmersville, Texas 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. 2190016896 in the 219th Judicial District Court, Collin County, Texas, and no more.

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

COLLIN COUNTY, TEXAS

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018, 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: \_\_\_\_\_

EXHIBIT A

College Heights Addition, Blk A, Lot 5B, 6B, 37, 38, 39B & 40B

WRIGHT STREET - BLK A, LOT 5B, 6B, 37, 38, 39B & 40B

R1050001005B1

