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

April 6, 2018

Mr. Kenneth Lynn
3452 Spur 399
McKinney, TX 75069

Re: Offer from Glen Killian to purchase
203 & 202 East Erwin Avenue, McKinney, Texas

Dear Mr. Lynn:

Glen Killian has offered to purchase 202 and 203 E. Erwin Ave., McKinney, Texas (BEING TRACT 44, BLOCK 3, OF THE WILLIAM DAVIS SURVEY, aka 203 E. ERWIN AVE., CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, AS RECORDED VOL. 1252, PAGE 721 OF THE COLLIN COUNTY DEED RECORDS and BEING LOT 3, WEBB ADDITION, aka 202 E. ERWIN AVE. CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, AS RECORDED VOL. 2288, PAGE 592 OF THE COLLIN COUNTY DEED RECORDS) and for \$77,500.

203 E. Erwin was sold at a Sheriff's Sale on September 3, 2006 pursuant to delinquent tax collection suit number 366-1994-02. 202 E. Erwin was sold at a Sheriff's Sale on February 5, 2008 pursuant to delinquent tax collection suit number 199-433-03. There were no bidders at either sale and the properties were struck off to the College for itself and on behalf of the other taxing jurisdictions.

203 E. Erwin's most recent value according to the Appraisal District is \$78,845. The property was struck off for the total judgment amount, \$77,140.10, which includes taxes, penalties and interest, costs of court and costs of sale. 202 E. Erwin's most recent value according to the Appraisal District is \$22,843. The property was struck off for the total judgment amount, \$24,081.73, which includes taxes, penalties and interest, costs of court and costs of sale. Pursuant to a Resolution from the McKinney Independent School District, a public auction of both properties was conducted by the Constable's office on March 2, 2010. The minimum bid for the sale was \$16,179.66, which was the combined total of all costs on the properties at that time. No bids were received and the sale was cancelled.

Pursuant to the Texas Property Tax Code, the costs of maintaining, preserving and safekeeping must be paid first out of the proceeds of a resale. After these expenses, the court costs and costs of sale must be paid, and then the remainder would be distributed to the taxing jurisdictions pro-rata. These costs, including securing and maintenance of the property, demolition of the improvements and post sale eviction expenses paid by Gay & McCall, total \$15,781.00. A breakdown of amounts each taxing entity will receive is enclosed.

If all taxing jurisdictions agree to accept \$77,500 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 Deed Without Warranty our office prepared for this resale. When the Deed is executed, please return it to me so that I may complete the transaction.

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

Sincerely,

A handwritten signature in black ink that reads "Jennifer Williams". The signature is written in a cursive, flowing style.

Jennifer Williams

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

Distribution of Proceeds

203 & 202 E. Erwin Ave., McKinney, Texas

R-6248-003-0440-1 & R-2163-000-0030-1

Cause nos.: 366-01994-02 & 199-433-03 & 296-1161-94

Judgment date: April 8, 2003 & February 17, 2004

Sheriff's sale: September 3, 2006 & February 5, 2008

R-6248-003-0440-1

Taxes in Judgment:	MISD	\$41,545.42
	City	20,337.45
	County	7,835.19
	CCCCD	<u>3,170.04</u>
	Total	<u>\$72,888.10</u>

R-2163-000-0030-1

Taxes in Judgment:		\$8,425.14
	MISD	
	City	3,982.78
	County	1,365.84
	CCCCD	<u>531.63</u>
	Total	<u>\$14,305.39</u>

Resale price: \$77,500.00

Settlement Costs:

Constable Fees	785.27
Publication Fee	1,709.25
Court Costs	1,967.00
McKinney ISD Maintaining, Safekeeping and Preserving Expenses:	474.23
City of McKinney Maintaining, Safekeeping and Preserving Expenses:	9,383.82
Gay & McCall Maintaining, Safekeeping and Preserving Expenses:	<u>493.60</u>

Total Costs: \$15,781.00

Proceeds to be Distributed: \$61,719.00
Percentage of Judgment Taxes: 71%

Distributed to Collin County Tax Assessor on Behalf of:

MISD	\$35,179.16
City	\$17,221.01
County	\$6,634.55
CCCCD	<u>\$2,684.28</u>
Total	<u>\$61,719.00</u>

DEED WITHOUT WARRANTY
(TAX FORECLOSED PROPERTY RESALE)

Date: _____, 2018

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: Glen Killian

Grantee's Mailing Address (including county):

2401 Saint Remy Drive
McKinney, Texas 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.
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 the property foreclosed on by the Grantor taxing jurisdictions in Cause No. 366-01994-02 & 199-433-03 & 296-1161-94 in the 366th 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 _____, 2018, 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 _____, 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: _____

CITY OF MCKINNEY

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 City of McKinney as the act and deed of said City of McKinney.

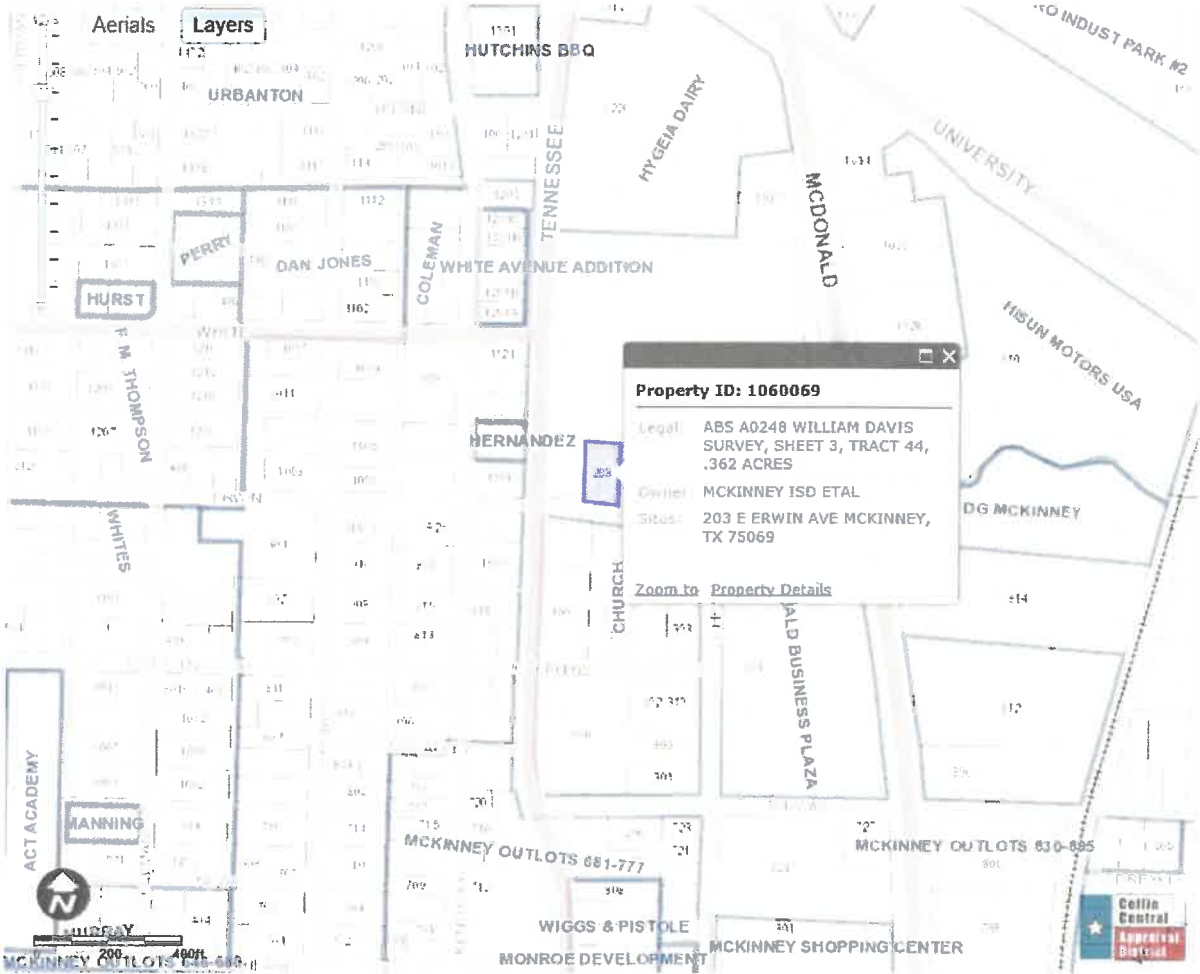
Notary Public, State of Texas
Notary's name, (printed):

Notary's commission expires: _____

EXHIBIT A

TRACT 1: BEING .3620 ACRES, ABSTRACT 248, WILLIAM DAVIS SURVEY, aka 203 E. ERWIN AVE., CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, AS RECORDED IN VOL. 1252, PAGE 721, OF THE COLLIN COUNTY DEED RECORDS; TRACT 2: BEING LOT 3, WEBB ADDITION, aka 202 ERWIN AVE., C

R624800304401 – 203 Erwin



R21630000301 – 202 Erwin

