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

JOHN E. GAY
DAVID MCCALL +
LEWIS L. ISAACKS ♦+
WILLIAM J. ROBERTS +
SYDNA H. GORDON
J. BRANTLEY SAUNDERS +
JENNIFER T. PETTIT
J. DOUGLAS BURNSIDE
MARK A. WALSH
ROBERT T. DRY, III
BARBARA R. HUNT+

777 E. 15TH STREET
PLANO, TEXAS 75074
(972) 424-8501 · Fax (972) 422-9322

♦ BOARD CERTIFIED -- CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

+ATTORNEY - MEDIATOR

April 13, 2011

Judge Keith Self
Collin County Administration Building
2300 Bloomdale Rd., Suite 4192
McKinney, Texas 75071

Re: Offer from North Collin County Habitat for Humanity, McKinney to purchase 1401 N. College St.

Dear Judge Self:

North Collin County Habitat for Humanity, McKinney has offered to purchase 1401 N. College St., McKinney, Texas (BEING LOT 4A, BLOCK 2, OF COLLEGE ADDITION, AKA 1401 N. COLLEGE ST., CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, AS RECORDED IN VOL. 1480, PAGE 777, OF THE COLLIN COUNTY DEED RECORDS.) for $2,500.00.

This property was sold at a Sheriff's Sale on February 2, 2010 pursuant to delinquent tax collection suit number 416-01186-2009. There were no bidders and the property was struck off to the City of McKinney for itself and on behalf of the other taxing jurisdictions.

The property's most recent value according to the Appraisal District is $22,400.00. The total judgment amount, including taxes, penalties and interest, costs of court, and costs of sale is $27,409.23.

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 $3,961.81. A breakdown of amounts each taxing entity will receive is enclosed.

If all taxing jurisdictions agree to accept $2,500.00 for the property, the property may be sold for that amount. Each jurisdiction must execute the deed.

There is a second offer to purchase this property for $12,000.00 made by Earl Holloway. You may choose, but are not obligated, to accept either offer. The enclosed breakdown of amounts includes this second offer.

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,

David B. McCall
Attorney at Law

Enclosure

Disbursement of Resale Proceeds

R-0870-002-004A-1
1401 N. College St.

Prior owner: Virgle Wyatt

Cause no. 416-01186-2009, CITY OF MCKINNEY/COLLIN COUNTY/COLLIN COUNTY CCD/MCKINNEY INDEPENDENT SCHOOL DISTRICT vs. Virgle Wyatt

Judgment date: October 27, 2009

Sheriff's sale: February 2, 2010

Judgment amount:	City	$ 4,948.03
	County	$ 1,781.29
	CCCCD	$ 593.76
	MISD	$12,469.02

Statutory Amounts Paid prior to Taxes: $ 3,961.81

Resale price: $2,500.00

(Pursuant to the Property Tax Code, costs are paid first, and then the remainder is distributed pro rata to the taxing jurisdictions.)

Habitat Offer Disbursement:

City	$ 0
County	$ 0
CCCCD	$ 0
MISD	$ 0

Alternate Offer Disbursement:

City	$ 2,009.55
County	$ 723.44
CCCCD	$ 241.15
MISD	$ 5,064.06

SPECIAL WARRANTY DEED

Date: April 12, 2011

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

Grantor's Mailing Address (including county):

222 N. Tennessee
McKinney, Texas 75069
Collin County

Grantee: North Collin County Habitat for Humanity

Grantee's Mailing Address (including county):

P.O. Box 153
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.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the property, its physical condition or any other matter or thing relating to or affecting the property and that the property is being conveyed and transferred to Grantee "AS IS, WHERE IS AND WITH ALL FAULTS."

Grantor does not warrant or make any representation, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety, and the environment) or any other matter affecting the property.

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. 416-01186-2009 in the 416th 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 _____, 2011, 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: _____

CITY OF McKINNEY

By:_____

Title:_____

ATTEST:

_____

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, _____ of the City of McKinney, Texas as the act and deed of said City of McKinney, Texas.

_____
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

_____, 2011, 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 _____, 2011, by _____, _____ of 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

BEING LOT 4A, BLOCK 2, OF COLLEGE ADDITION, AKA 1401 N. COLLEGE ST., CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, AS RECORDED IN VOL. 1480, PAGE 777, OF THE COLLIN COUNTY DEED RECORDS.