

In Re:

Garden Oaks Maintenance Organization, Inc (GOMO) Debtor

Case No. 18-60018-H2-11

Chapter 7

United States Courts
Southern District of Texas
FILED

JAN 25 2021

Nathan Ochsner, Clerk of Court

**Response of Cheryl Luck to the objection to claim #293 (Docket
Entry No. 228)**

Cheryl Luck, General Unsecured Creditor, States:

1. I was one of 5 creditors serving on the Unsecured Creditors Committee. I have been a homeowner in Garden Oaks since 1984 and I received my Texas Real Estate Commission, Sales Agent License #5748870 on June 1, 2007.
2. A few days ago, a creditor sent me an email, including the attached objection to my claim #293 dated 12/23/2020, informing me my claim had been denied.
3. I have been visiting my daughter in Melbourne, Australia since March 1st. My return flights were cancelled in April due to the Covid Pandemic. I was planning on flying back to Houston in November but I decided to stay in Australia because of the increasing Covid cases throughout the world and I did not want to jeopardize my health flying on airplanes, approximately a 24 hour flight to America, and landing at 4 airports; consequently, I am not aware of any mail correspondence regarding the objection that should have been served on me. With that said, I hope you will allow me the opportunity to file a response to the objecting party and the court.

My response to why the objection is not valid:

4. I paid the GOMO transfer fee (\$7,464.00) on behalf of my client, Ryland Homes (Rh), the Seller, at closing on May 14, 2015.
5. I provided 3 documents in my claim documenting I paid the GOMO transfer fee (\$7,464.00) on behalf of my client, Ryland Homes:

5a. Rh of Texas Limited Partnership, SELLER DATED 04-03-2015 Addendum - The Realtor representing the Buyer had not informed her clients there would be a transfer fee to be paid by the Buyer as detailed on the ML Listing on the Houston Association of Realtors (HAR) website. During the signing of the Ryland Homes builder contract with the Buyers and their Realtor on April 3, 2015, paying the transfer fee at closing was brought to the Buyers attention. The Buyers were going to walk away from executing a contract; consequently, I agreed to pay the GOMO transfer fee in order to execute a contract for my client; thus, the reason a handwritten Addendum was executed, signed and dated April 3, 2015, during this meeting. This document was included in the Closing Documents.

5b. Better Homes & Gardens Real Estate, Gary Greene COMMISSION CALCULATION WORKSHEET - This document was submitted by my Broker to Ryland Title in order to distribute the 2% commission at closing. As detailed under Agent Calculations, the Garden Oaks MT. Transfer fee (\$7,464.00) was deducted from the Agent's (Cheryl Luck) Gross Commission (\$14,330.88). This document was not modified in an attempt to change the meaning of the executed document as believed by the Debtor as stated in their objection. The handwritten note on this document (PAID by Seller's Agent, Cheryl Luck, as a result of Ann's deception) was added prior to submitting my claim in order to highlight this deduction for clarification to the Debtor.

5c. A. Settlement Statement (HUD-1) Ryland Title Final Statement executed on 05/14/2015 - On line 204. Realtor credit (\$7,464.00) from Better Homes and Gardens Gary Greene, the handwritten note on this document (GOMO Transfer Fees, \$7,464.00, paid from Cheryl Luck's commission. See attached commission calculation worksheet) was added prior to submitting my claim in order to highlight this credit for clarification to the Debtor. This document was not modified in an attempt to change the meaning of the executed document as believed by the Debtor as stated in their objection.


SUMMARY:

6. My claim, in particular claims based on a writing, satisfies the requirements for a proof of claim by providing sufficient information or documentation to allow the debtor to reconcile my claim with its books and records. I strongly disagree with the Debtor's objections. The writings included with my claim have not been modified, with additional handwriting that appears to

attempt to change the meaning of the executed documents. These documents were not modified and the claims were not asserted for the sole purpose of my attempt to serve on the Unsecured Creditors Committee. The printed executed documents do reflect that I paid the GOMO transfer fee (\$7,464.00) to the Debtor. I did not voluntarily pay the GOMO transfer fee. I paid the GOMO transfer fee for the Buyer at closing so that my client, the Seller, Ryland Homes, could close on their new construction home. It is unquestionable that GOMO was improperly formed and that the transfer fee should be returned to whoever paid the transfer fee. It does not matter if it was paid by the seller, buyer, myself or the President. GOMO was the recipient of the transfer fees, regardless.

I hereby certify that a copy of the foregoing response was emailed to Johnie Patterson, jjp@walkerandpatterson.com, mwalker@walkerandpatterson.com; mgoott@walkerandpatterson.com; wandp.ecf@gmail.com and Randy Williams rww@bymanlaw.com, rw13@trustesolutions.com; rw13@trustesolutions.net; rw11@trustesolutions.net; rww.trustee1@gmail.com on January 24, 2021.

Respectfully submitted,

 on 1-24-2021

Fill in this information to identify the case:

Debtor 1 GARDEN OAKS MAINTENANCE
ORGANIZATION, INC.

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: SOUTHERN District of TEXAS

Case number 18-60018

AUG 24 2018

David J. Bradley, Clerk of Court

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?		<u>CHERYL LUCK</u> Name of the current creditor (the person or entity to be paid for this claim)	
		Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?		Where should payments to the creditor be sent? (if different)
	Name <u>CHERYL LUCK</u>		Name _____
	Street <u>810 AZALEA ST.</u>		Street _____
	City <u>HOUSTON, TX</u>		City _____
	State <u>TX</u>		State _____
	ZIP Code <u>77018</u>		ZIP Code _____
Contact phone <u>713-408-9949</u>		Contact phone _____	
Contact email <u>CHERYL.LUCKSPACES@GMAIL.COM</u>		Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____			
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	
		Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 7,464.00 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
UNAUTHORIZED COLLECTION OF GARDEN OAKS MAINTENANCE ORGANIZATION INC. TRANSFER FEE PAID BY LISTING REALTOR CHERY LUCK, AT CLOSING ON 5-14-2015 FOR \$46 H. 41ST ST, HOUSTON, TX 77018 (1,0075 OF SALES PRICE, \$995,200 = \$7,464.00)

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
 Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.
☐ Motor vehicle
☐ Other. Describe: _____
 Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
 Value of property: \$ _____
 Amount of the claim that is secured: \$ _____
 Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
 Amount necessary to cure any default as of the date of the petition: \$ _____
 Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim ☒ No
entitled to priority under
11 U.S.C. § 507(a)?

A claim may be partly
priority and partly
nonpriority. For example,
in some categories, the
law limits the amount
entitled to priority.

☐ Yes. Check one:

- ☐ Domestic support obligations (including alimony and child support) under
11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for
personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the
bankruptcy petition is filed or the debtor's business ends, whichever is earlier.
11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing
this proof of claim must
sign and date it.
FRBP 9011(b).

If you file this claim
electronically, FRBP
5005(a)(2) authorizes courts
to establish local rules
specifying what a signature
is.

A person who files a
fraudulent claim could be
fined up to \$500,000,
imprisoned for up to 5
years, or both.
18 U.S.C. §§ 152, 157, and
3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

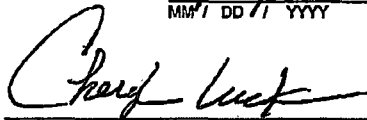
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the
amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true
and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

8/23/2018
MM/DD/YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name CHERYL LYNN LICK
First name Middle name Last name

Title REALTOR

Company _____

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 810 AZALEA ST.
Number Street

HOUSTON, TX 77018
City State ZIP Code

Contact phone 713-408-9949 Email CHERYL.LICK@SPACESHIP

EMAIL.COM



A. Settlement Statement (HUD-1)

OMB Approval No. 2520-0055

Ryland Title Final Statement		B. Type of Loan	
		1-5. Loan Types: Conv. Unins.	
		6. File Number: 14743-333	
		7. Loan Number: 6817878169	
		8. Mortgage Insurance Case Number:	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "P.O.C." were paid outside this closing. Pay as shown here for informational purposes and are not binding to the title.			
D. Name & Address of Borrower: David H. Erdelstein 848 W. 41st Street, Houston, TX 77018			
E. Name & Address of Seller: F01 OF TEXAS LIMITED PARTNERSHIP 5353 W. Sam Houston Parkway N, Suite 100, Houston, TX 77041			
F. Name & Address of Lender: BRANCH BANKING AND TRUST COMPANY 301 COLLEGE STREET GREENVILLE, SC 29601			
G. Property Location: 848 W. 41st Street, Houston, TX 77018			
H. Settlement Agent: Ryland Title Address: 5353 W. Sam Houston Parkway N #100, Houston, TX 77041 File of Settlement Address: 5353 W. Sam Houston Parkway N #100, Houston, TX 77041		I. Settlement Date: 09/14/2015 Paid Date: 09/14/2015, 3:54 PM Disbursement Date: 09/14/2015 Signing Date: 09/14/2015	

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Original Sales Price	954,250.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	17,322.53
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
113.	
114.	
115.	
120. Gross Amount Due from Borrower	1,012,572.53
121. Amounts Paid by or on Behalf of Borrower	
201. Deposit or earnest money	10,250.00
202. Principal amount of new loan(s)	783,200.00
203. Existing loan(s) taken subject	
204. Repurchase(s) from Seller Home and Goodies City Center	1,451.00
205. "Seller Paid" Attorney's Fees	75.00
206. Seller Contribution	9,025.00
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	
211. County taxes 015015 to 051415 @ \$2554.33/yr	9,322.53
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	833,233.53
300. Cash at Settlement before Borrower	
301. Gross amount due from borrower (line 120)	1,012,572.53
302. Less amounts paid by/for borrower (line 220)	833,233.53
303. Cash (X From) (/ To) Borrower	179,339.00

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	954,250.00
402. Personal property	
403. Total Disburse	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
413.	
414.	
415.	
420. Gross Amount Due to Seller	954,250.00
500. Reductions in Amount Due to Seller	
501. Earnest deposit (see instruction)	10,250.00
502. Settlement charges to seller (line 1400)	48,782.50
503. Existing loan(s) taken subject	
504. Payoff of 1st mortgage loan	
505. Payoff of 2nd mortgage loan	
506. "Seller Paid" Attorney's Fees	75.00
507. Seller Contribution	9,025.00
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	
511. County taxes 015015 to 051415 @ \$2554.33/yr	9,322.53
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	78,335.03
600. Cash at Settlement before Seller	
601. Gross amount due to seller (line 420)	954,250.00
602. Less reductions in amounts due seller (line 520)	78,335.03
603. Cash (X To) (/ From) Seller	875,914.97

Printed amounts are checked.

* See Supplemental Page for details.

** Paid on Behalf of Borrower.

FOC-B (Borrower); FOC-S (Seller); FOC-L (Lender); FOC-MS (Mortgage Broker).

The Public Reporting System for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is ensured; this disclosure is mandatory. This is designed to provide the public to a NECPA covered transaction with information during the settlement process.

FROM
 TRANSFER*
 FEES
 7,464.00
 PAID
 FROM
 HBA/L
 JACK'S
 ON MISSION
 3B APPROACH
 24 LATION
 24 LATION
 24 LATION

FD-1074-331

L. Settlement Charges				
700. Total Real Estate Broker Fees \$43,702.50			Paid From	Paid From
Division of commission (See 700) as follows:			Seller's	Seller's
701. \$19,801.00 to Buyer Home and Garden Guy Greene			Funds	Funds
702. \$23,901.50 to COLDWELL BANKER			at Settlement	at Settlement
703. Commission paid at settlement				43,702.50
704.				
705.				
706.				
800. Items Payable in Connection with Loan				
801. "Our original charge	\$521.00 (from GFE #1)			
802. Your profit or charge (points) for the specific interest rate chosen	-\$1,931.00 (from GFE #2)			
803. Your extended origination charges to BRANCH BANKING AND TRUST COMPANY	(from GFE #4)	-1,131.00		
804. Appraisal fee to BARRENT APPRAISAL SERVICES, INC.	(from GFE #3)	POC-S \$575.00		
805. Credit report to ECRIFAX MORTGAGE SOLUTIONS	(from GFE #3)	20.00		
806. Tax service	(from GFE #3)			
807. Flood certification to CORELOGIC	(from GFE #3)	1.50		
808.	(from GFE #3)			
809.	(from GFE #3)			
810.	(from GFE #3)			
811.	(from GFE #3)			
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from 09/14/15 to 09/15/15 @ \$28.41/100/day to BRANCH BANKING AND TRUST	(from GFE #10)	1,177.34		
902.	(from GFE #3)			
903. Homeowner's insurance for 1 year(s) to HOLTERSHAEVER INSURANCE SERVICES	(from GFE #11)	2,487.00		
904.				
905.				
906.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account	(from GFE #6)			
1002. Homeowner's insurance				
1003. Mortgage insurance				
1004. Property taxes				
1005.				
1006.				
1007. Aggregate Adjustment				
1100. Title Charges				
1101. Title services and lender's title insurance	(from GFE #4)	857.13		
1102. Settlement or closing fee	\$375.00			
to Ryland Title				
1103. Owner's title insurance - Ryland Title	(from GFE #5)	8,835.00		
1104. Lender's title insurance - Ryland Title	\$431.50			
1105. Lender's title policy limit \$ 786,200.00				
1106. Owner's title policy limit \$ 835,250.00				
1107. Agent's portion of the total title insurance premium \$ 4,326.01				
to Ryland Title				
1108. Underwriter's portion of total title insurance premium \$ 835.00				
to First American Title Insurance Company				
1109. "Doc Prep" done to Hildtberg, Riddle & Garza	\$75.00			
1110. S-Ping Fee to Ryland Title	\$10.00			
1111. Escrow Message Fee to Ryland Title	\$12.00			
1112. Tax Cert Fee to Ryland Title	\$25.53			
1200. Government Recording and Transfer Charges				
1201. Government recording charges	(from GFE #7)	112.00		
1202. Recording fees: Doc# \$24.00 Mortgage \$38.00 Release \$0.00				
1203. Transfer taxes	(from GFE #8)			
1204. Chubberty notary fees				
1205. State notary fees				
1206.				
1207.				
1208.				
1209.				
1210.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for	(from GFE #9)	435.00		
1302. Survey to WINDROSE LAND SERVICES, INC.	\$150.00			
1303. TAX CERT to S&BET cultural funds corp	\$85.00			
1304. Transfer Fee to Gordon Data NQA		8,414.39		
1305.				
1306.				
1307.				
1308.				
1309.				
1400. Total Settlement Charges (enter on lines 100, Section J and 502, Section K)		17,322.50		43,702.50

* See Supplemental Page for details.

** Paid on Behalf of Borrower.

FOC-S (Borrower); POC-S (Seller); POCL (Lender); POC-MB (Mortgage Broker).

Form No. 14743-121

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	HUD-1 Line Number
Origination charge	\$ 801
Your credit/charge (points) for the specific interest rate chosen	\$ 802
Your adjusted origination charges	\$ 803
Transfer taxes	\$ 1203

Good Faith Estimate	HUD-1
890.00	890.00
3,581.00	3,581.00
3,131.00	3,131.00
0.00	

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	\$ 1201
Appraisal fee	\$ 904
Credit report	\$ 805
Flood certification	\$ 807
Title services and lender's title insurance	\$ 1101
Owner's title insurance	\$ 1103
Survey	\$ 1302
TAX CERT	\$ 1303
Total Increase Between GFE and HUD-1 Charges	

Good Faith Estimate	HUD-1
164.00	112.00
575.00	575.00
20.00	20.00
5.60	5.60
650.00	657.13
5,581.00	4,833.00
0.00	390.00
63.00	63.00
7,360.60	7,593.73
\$683.13 or	8.4514%

Charges That Can Change	
Initial deposit for your escrow account	\$ 1001
Daily interest charges	\$ 901 @ \$5.441000/day
Mortgagee's insurance	\$ 803
	\$
	\$
	\$

Good Faith Estimate	HUD-1
0.00	
1,439.70	1,177.34
2,499.98	2,497.00

Loan Terms

Your initial loan amount is	\$ 795,200.00
Your loan term is	30 years
Your initial interest rate is	3.0000 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 3,559.61 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage insurance
Can your interest rate rise?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, it can rise to a maximum of 8.0000%. The first change will be on 03/01/2022 and can change again every 12 MOS after 03/01/2022. Every change date, your interest rate can increase or decrease by 2.0000%. Over the life of the loan, your interest rate is guaranteed to never be lower than 2.2500% or higher than 8.0000%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, the first increase can be on 07/01/2022 and the monthly amount owed can rise to \$ 4,051.53. The maximum it can ever rise to is \$ 5,249.17.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ 0.00.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ 0.00 due in 0 years or .
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$. that results in a total initial monthly amount owed of \$. This includes principal, interest, any mortgage insurance and any items checked below: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Property taxes <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> <div> <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> </div>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Supplemental Page HUD-1 Settlement Statement	File No. 14743-333
Ryland Title Final Statement	Loan No. 8817879199
	Settlement Date: 05/14/2015
Borrower Name & Address: David H. Endelman 846 W. 41st Street, Houston, TX 77018	
Seller Name & Address: RH OF TEXAS LIMITED PARTNERSHIP 5353 W. Sam Houston Pkwy N, Suite 100, Houston, TX 77041	

Section L. Settlement Charges continued		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
891. Supplemental Summary Reconciliation of Line 891 Charges:			
a. ATTORNEY DOC PREP to Middleberg, Riddle & Ganna	\$135.00 (from GFE #1)		
b. Courier fee to BRANCH BANKING AND TRUST COMPANY	\$40.00 (from GFE #1)		
c. Processing fee to BRANCH BANKING AND TRUST COMPANY	\$300.00 (from GFE #1)		
d. Underwriting fee to BRANCH BANKING AND TRUST COMPANY	\$375.00 (from GFE #1)		
1193. Supplemental Summary Reconciliation of Line 1193 Charges:	\$835.00		
a. Reckonold Owner's Title Policy (TX)			\$835.00
1194. Supplemental Summary Reconciliation of Line 1194 Charges:	\$431.50		
a. [0140 TX] T-33 VHS End (R-11a)	\$20.00		
b. [0700 TX] T-30 Tax Amendment End (Refback) (R-18)	\$20.00		
c. [0710 TX] T-3 Tax Amend End HYDAP (R-24)	\$5.00		
d. [0810 TX] T-38 EPL End (R-11a)	\$25.00		
e. [0820 TX] T-17 FUD End Single (R-11a)	\$25.00		
f. [0855 TX] T-49 REM End Real (R-25A)	\$236.50		
g. Texas Mortgage Policy	\$100.00		

The following Section is related from the Settlement Statement Page 1			
329. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (Line 120)	1,012,573.66	601. Gross amount due to seller (Line 420)	654,230.00
302. Less amounts paid by/for borrower (Line 220)	633,228.53	602. Less reductions to gross due seller (Line 520)	78,335.03
303. Cash (X From) (To) Borrower	379,345.13	603. Cash (X To) (From) Seller	915,914.97

Itemization of Title Charges and Government Recording and Transfer Charges		File No. 14743-333
Ryland Title Final Statement		Loan No. 6817879199
		Settlement Date 09/10/2015
Property: 846 W. 41st Street, Houston, TX 77018		Print Date 09/10/2015, 3:54 PM
Name & Address of Borrower: Dan M. Endelman 846 W. 41st Street, Houston, TX 77018		Name & Address of Seller: RH OF TEXAS LIMITED PARTNERSHIP 6353 W. Sam Houston Pkwy N, Suite 100, Houston, TX 77041
Name & Address of Lender: BRANCH BANKING AND TRUST COMPANY 301 COLLEGE STREET GREENVILLE, SC 29601		

1101. Summary of Title Charges	Borrower Charges	Seller Charges
1101. Title Services and Lender Title Insurance	567.13	
1102. Settlement or Closing Fees to Ryland Title	5375.00	
a. Settlement Fee	5375.00	
1103. Owner's Title Insurance - Ryland Title	5,833.00	
a. Residential Owner's Title Policy (TX)	\$5,833.00	
1104. Lender's Title Insurance - Ryland Title	1431.50	
a. [D140 TX] T-33 VRM End (R-114)	\$20.00	
b. [D700 TX] T-30 Tax Assessed End (Refback) (R-18)	\$20.00	
c. [D710 TX] T-3 Tax Assessed End (WDAEP) (R-24)	\$3.00	
d. [D810 TX] T-35 EPL End (R-115)	\$25.00	
e. [D884 TX] T-17 PUD End Single (R-113)	\$25.00	
f. [D885 TX] T-19 RES End Resl (R-23A)	\$231.00	
g. Texas Mortgage Policy	\$100.00	
1105. Lender's Title policy End	\$ 786,250.00	
1106. Owner's Title policy End	\$ 985,250.00	
1107. Agent's portion of the total title insurance premium	\$ 8,326.51	
to Ryland Title		
1108. Underwriter's portion of total title insurance premium	\$ 692.09	
to First American Title Insurance Company		
1109. "Doc Prep" owed to Kuhnberg, Riddle & Garza	\$75.00	
1110. E-File Fee to Ryland Title	\$10.00	
1111. Escrow Messenger Fee to Ryland Title	\$10.00	
1112. Tax Cert Fee to Ryland Title	\$65.53	

1201. Government Recording and Transfer Charges	Borrower Charges	Seller Charges
1201. Government Recording Charges	112.00	
1202. Recording Fees Deed \$24.00 Mortgage \$48.00 Release \$0.00		
1203. Transfer taxes		
1204. City/county tax/stamps		
1205. State tax/stamps		

Supplemental Page HUD-1 Settlement Statement	File No. 14743-333
Ryland Title Final Statement	Loan No. 5617879199
Borrower Name & Address: David H. Endelman 846 W. 41st Street, Houston, TX 77018 77018	
Seller Name & Address: RH OF TEXAS LIMITED PARTNERSHIP 3353 W. Sam Houston Pkwy N Suite 100, Houston, TX 77041	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYER(S):


David H. Endelman

SELLER(S):

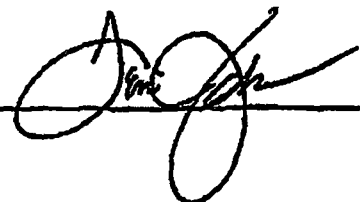
RH OF TEXAS LIMITED PARTNERSHIP, a
Maryland limited partnership


By: Authorized Signature

The HUD-1 Settlement Statement which I have prepared is a true & accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Ryland Title

By Settlement Agent:


Date: 5/14/15

and
Rh of Texas Limited Partnership[, SELLER
DATED 04-02-2015

HOA
Handwritten Addendum

The Agreement is amended as follows:

As agreed, once contract is executed buyer will have 14 day option period for \$250. This amount will get credit towards the sales price of the home.

Seller requested that buyer to close before May 15th, 2015.

Buyer will use outside lender of choice x W
x W

GOMO TRANSFER FEE OF .0075 OF
SALES PRICE TO BE PAID BY
CHERYL LUCK AT CLOSING, REDUCING
HER COMMISSION.

Cheryl Luck
4-3-15

All of the other terms and conditions in the Agreement remain unchanged and in full-force and effect.

This Amendment is not effective until signed by the Authorized Officer of Rh of Texas Limited Partnership[

IN WITNESS WHEREOF the parties, intending to be legally bound, have executed and delivered this Amendment to the Agreement as of the date indicated below.

[Signature] 4/3/2015
Buyer Date

[Signature] 4/3/15
Buyer Date

Rh of Texas Limited Partnership[
By: [Signature] 4/3/15
Authorized Officer Date

By: _____
Broker Approval (if any) Date



**GARY
GREENE**

Record Type: Seller
Gary Greene Number: 2410049

COMMISSION CALCULATION WORKSHEET

Agent Name: CHERYL LUCK
In Training Program: Yes
Office: INNER LOOP

License #: 574870
Exp Date: 07/31/2015

Closing Date: 05/15/2015
Close Price: \$995,200.00

Property located at: 846 W 41ST ST

Buyer Name: DAVID ENDELMAN

Seller Name: RYLAND HOMES OF TEXAS LLC

Buyer New Phone:

Seller New Phone:

Gary Greene Calculations

Gary Greene Percent: 2.0%

Gary Greene Gross:	\$19,904.00
Referrals/Fees:	\$0.00
Gary Greene Total:	<u>\$19,904.00</u>

Agent Calculations

Seller Agent Percent: 72%

Seller Agent's Gross: \$14,330.88

Deductions:

BAF PAID BY AGENT:	\$95.00
DEFENSE FUND:	\$40.00
ON ACCOUNT PAYMENT:	\$264.00
GARDEN OAKS MT. TRANSFER FEE:	\$7,464.00

Less Total Deductions:	<u>(\$7,863.00)</u>
Agent Check:	<u>\$6,467.88</u>

CHECKS:

BETTER HOMES AND GARDENS REAL ESTATE GARY GREENE: \$5,972.12

CHERYL LUCK: \$6,467.88

GARDEN OAKS MT. TRANSFER FEE: \$7,464.00

Gary Greene Gross Plus Any Bonus: \$19,904.00

CHERYL
LUCK

*paid by Sellers Agent (me)
as a result of Ann's
deception*



Single- ML Status: A LP: \$1,067,900* LP/SF: \$255.05
 Family # 68514954
 County: Harris Tax Acc #: 066-046-035-0012 Priced at Lot Value Also For Lease:
 Area: 9 - Central North Location: 41 - Houston Only: No No
 Mkt Area: Garden Oaks KM: 452L
 City: Houston Zip: 77018 - 5308
 Sub: Garden Oaks Sec 03 Sec #: 3 State: Texas Country: United States
 Master Planned Legal: LT 12 BLK 35 GARDEN OAKS SEC 3 CCDOM: 156
 Community: No/ Lot Size: 11753/Appraisal Year Built: PAR: Y
 SqFt: 4187/Builder District 2014/Builder
 SchDist: 27 - Houston Elem: Garden Oaks Middle: Black High: Waltrip
 SCHOOL INFO IS SUBJECT TO CHANGE. BUYERS SHOULD INDEPENDENTLY VERIFY AND CONFIRM AVAILABILITY.

Media: 32 / Docs

Photo Gallery

Listing Broker: GGPR02/BHGRE Gary Greene
 Listing Agent: cluck/Cheryl Luck
 Addr: 1939 W. Gray, Houston TX 77019
 Email: Cheryl.Luck@GaryGreene.com

Office Information

Office #: (713)961-1722 Ext:
 Fax #: (713)961-0903
 Office Web: <http://www.garygreene.com>
 Agent Web: <http://www.har.com/CherylLuck>

Request an Appointment
 Appt #: (713)977-7469/Showing Service
 PM #: (713)408-9949
 Cell Phone: (713)408-9949
 Alternate #:



Style: Other Style	# Stories: 2	Description and Room Dimensions	Builder Name: Ryland	# Bedrooms: 4 /
Type: Free Standing	ApproxComplete:	New Construction: Yes/Never	Homes	
LotSize: 11753/Appraisal		Lived In	#FB/HB: 3/1	
District	LotDim:	Access:	Utility Rm: 6x8	Garage: 2/Detached Garage
Living: 19x23	Dining: 12x15	Acres: /0 Up To 1/4 Acre	4th Bed: 14x15	Carport: /
Den:	Kitchen: 14x28	1st Bed: 15x17	5th Bed:	FrontDoorFaces: South
Game Rm: 18x26	Brkfst	2nd Bed: 14x15	Gar/Car: Auto Garage Door Opener, Double-Wide	
		3rd Bed: 12x15	Driveway	
Study: 11x14	ExtraRm:	Media: 14x18	Show: Appointment Required, Leave Business Card, Supra Keybox	

Agent Remarks: \$10,000 BTA for acceptable offer executed before February 28, 2015. Builder has other homes available in Oak Forest and Gardens Oaks. Buyer to pay one time GOMO transfer fee (.0075% of Sales Price). Seller requests Old Republic National Title Insurance Co., 777 Post Oak Blvd., Suite 100, Houston, TX 77056, Leslie Kappler 713-626-9228. PLEASE NOTE: Builder Contract will be executed upon final negotiations.

Dir: FROM 610 NORTH LOOP WEST, EXIT N. SHEPHERD, CONTINUE PAST 34TH STREET TO 41ST STREET, TURN LEFT (WEST), TRAVEL 2 BLOCKS, HOUSE WILL BE ON THE RIGHT.

Physical Property Description - Public: This wonderful & sophisticated custom new home, located on a large lot in GARDEN OAKS, integrates Transitional-style elements & an impressive array of high end features & finishes throughout with a dramatic open floor plan featuring Gourmet Kitchen, luxurious Master Suite down, Game Room, Media Room & fantastic outdoor living & entertaining spaces including a Half-Bath off the 2-car Garage and Guest Quarters (544 Sq. Ft.) above with plenty of yard for a sparkling pool

Interior, Exterior, Utilities and Additional Information

Microwave: Yes Dishwasher: Yes Cmpctr: No Disposl: Yes SepiceMkr: No Oven: Convection Oven, Gas Oven Range: Gas Range, Grill
 Fireplace: 1/Gaslog Fireplace
 Connect: Electric Dryer Connections, Gas Dryer Connections, Washer Connections
 Energy: Ceiling Fans, Digital Program Thermostat, Energy Star Appliances, Energy Star/CFL/LED
 Lights, Energy Star/Reflective Roof, High-Efficiency HVAC, HVAC>13 SEER, Insulated Doors,
 Insulated/Low-E windows, Insulation - Batt, Insulation - Blown Fiberglass, North/South Exposure,
 Radiant Attic Barrier
 Green/Energy Certifications: Energy Star Qualified Home, Home Energy Rating/HERS
 Interior: Alarm System - Owned, Breakfast Bar, Dry Bar, Fire/Smoke Alarm, High Ceiling, Hollywood
 Bath, Island Kitchen, Prewired for Alarm System, Refrigerator Included, Wet Bar
 Master Bath: Double Sinks, Master Bath + Separate Shower, Master With Tub
 Exter Constr: Cement Board, Stone
 Exr: Back Yard, Back Yard Fenced, Covered Patio/Deck, Detached Gar. Apt./Quarters
 Lot Desc: Subdivision Lot
 Waterfront Features:

Golf Course Name: Heat: Central Gas, Zoned

Restrictions: Deed Restrictions

Disclosures: No Disclosures

Management Co./HOA Name: No/GOMO /713-686-7728

T/Date:

Compensation: SubAg 0%

List Date: 10/29/2014

BuyerAg: 3%

Financial Information

FinAvl: Cash Sale, Conventional, VA

Cool: Central Wtr/Swr Public Sewer, Electric, Zoned Public Water

Defects: No Known Defects

Exclusions:

List Type: Exclusive Agency to Sell/Lease

Expire Date: 4/29/2015

Bonus: Var/Dual Rate: No

1st Assumable: No

Ownership Type: Full Ownership

Maint Fee: Voluntary/\$25/Annually

Other Mandatory Fees: Yes/\$.0075 Sale Price (Buyer)

Taxes w/o Exemptions/Yr: \$ 6,333/2013

Loss Mitigation:

Tax Rate: 2.55896

Exemptions:

Fri, Apr 3, 2015 11:12 AM

Data Not Verified/Guaranteed by MLS
 Obtain signed HAR Broker Notice to Buyer Form

Prepared by: Cheryl Luck

GOMO TRANSFER FEES