

#### TOWN OF LAKESIDE BOARD OF ADJUSTMENT MEETING / PUBLIC HEARING 9834 CONFEDERATE PARK ROAD LAKESIDE, TX 76108



Mayor Patrick Jacob - 2023 Place 1 Don Pitts - 2023 Place 2 Kathy Livingston - 2023 Place 3 Wesley Hearn - 2022 Place 4 Amy Robinson - 2023 Place 5 Rona Gouyton - 2022

Pursuant to the provisions of Chapter 551.127 Texas Government Code, NOTICE is hereby given of a Zoning Board of Adjustment Meeting, Town of Lakeside, to be held on Thursday, January 13, 2022, at 7:30 PM at 9834 Confederate Park Rd, Town Hall Conference room. A quorum of the government body will be physically present at 9834 Confederate Park Rd, Town Conference Room. Videoconferencing video/audio feed may be accessed at the link below: <a href="https://us02web.zoom.us/j/6842173328?pwd=Y2ZiVk1rUVNPaUlxQ2dQNkh4VkNGUT09">https://us02web.zoom.us/j/6842173328?pwd=Y2ZiVk1rUVNPaUlxQ2dQNkh4VkNGUT09</a> or by calling 346-248-7799, Meeting ID 684-217-3328 Passcode:3NF3EN

#### I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

#### II. CONSENT AGENDA

1. Approve minutes from the March 11, 2021, BOA Meeting. Council may take any action deemed necessary.

#### III. PUBLIC HEARING DISCUSSION/ACTION

The Town of Lakeside Board of Adjustment will hold a public hearing on Thursday January 13, 2022, at 7:30 p.m. at 9834 Confederate Park Rd, Town Conference Room. <u>Videoconferencing video/audio feed may be accessed at the link below:</u>

https://us02web.zoom.us/j/6842173328?pwd=Y2ZiVk1rUVNPaUIxQ2dQNkh4VkNGUT09

or by calling 346-248-7799, Meeting ID 684-217-3328 Passcode:3NF3EN

To consider a variance to Ordinance 359 Section 151.025.01 (C) (2); "No portion of it may be located within 15 feet of the surveyed front, or rear surveyed property line or ten feet of a surveyed side property line, 4321 Oakridge Rd, lot 3 block 25 of Ella Young Addition. Board may take any action deemed necessary.

#### IV. ADJOURNMENT

This is to certify that a copy of the Notice of the Monthly Zoning Board of Adjustment agenda for Thursday January 13, 2022, was posted on the bulletin board at Town Hall, in compliance with Chapter 551, of the Texas Government Code on Thursday January 6, 2022, prior to 7:30 p.m.

Norman Craven

Town Administrator/City Secretary



#### TOWN OF LAKESIDE

9834 CONFEDERATE PARK RD LAKESIDE, TX 76108

<u>www.lakesidetexas.us</u> lakeside@lakesidetexas.us



#### NOTICE OF PUBLIC HEARING

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Questions can be directed to Norman Craven, Town Administrator at 817-230-4181

Norman Craven Town Administrator



Public Hearing/BOA Meeting Rescheduled for Thursday Jan 13, 2022 @ 7:30 pm

#### TOWN OF LAKESIDE 9830 CONFEDERATE PARK ROAD LAKESIDE, TEXAS 76108 (817)237-1234, ext. 303

#### **BOARD OF ADUSTMENT VARIANCE REQUEST APPLICATION**

### INSTRUCTIONS FOR COMPLETING THE REQUEST FOR ZONING VARIANCE TO THE TOWN OF LAKESIDE BOARD OF ADJUSTMENT

This coversheet is designed to provide you with general information about completing the attached application and should not be considered legal advice. If you have any questions, or do not understand these instructions, you are advised to seek help from a qualified attorney or land use planning expert.

Section 151.035 of the Unified Code of the Town of Lakeside outlines the approval criteria that <u>must</u> be met for a variance request to be granted.

Variances. To authorize upon appeal in specific cases such variance from the height, yard area, coverage, and parking regulations set forth in this chapter as may be necessary to secure appropriate development of a parcel of land which differs from other parcels in the district by being of such restricted area, shape, or slope that it cannot be appropriately developed without such modification. A variance from the terms of this chapter shall not be granted by the Zoning Board of Adjustment unless and until it finds that:

1. The variance is necessary because special conditions exist.

Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the *same district*.

2. That literal interpretation deprives Applicant's rights.

That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter.

3. That the special conditions and circumstances do not result from the actions of the applicant.

4. That granting the variance requested will not confer on the applicant any special privilege.

That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures or buildings in the same district.

5. The Board shall further make a finding that the reasons set forth in the application justify the variance.

The Board shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

6. The variance is not contrary to the public interest.

The Zoning Board of Adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

7. Variance must be permissible use.

Under no circumstances shall the Board grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.

All seven conditions are required to be met in order for the Board of Adjustment to grant a variance. The burden of proving that these seven conditions apply to the subject property is solely the responsibility of the applicant. At the Board of Adjustment hearing, you will be expected to submit evidence proving that the above stated conditions exist. Evidence can be presented by testimony and/or through documents. (Be advised that all documents submitted during the public hearing must be retained by City Staff for the official case file.)

Failure to state in your application how your variance request meets these conditions will result in your application being deemed incomplete, and will necessitate its return to the applicant without being submitted to the Board of Adjustment.

An application can be accepted by mail only if it is complete. However, incomplete applications, along with the required fees, will be mailed back to the applicant in accordance with City cash handling policies.

# REQUIRED MATERIAL FOR FILING A REQUEST FOR A VARIANCE TO THE BOARD OF ADJUSTMENT

Original "Variance Request" form, filled out and signed, stating the specific nature of the variance requested and how the request meets all of the necessary conditions.
Original "Required Acknowledgements" form, initialed to acknowledge adherence.
At least one copy of the site plan, drawn to scale, including an 8 ½" x 11" size copy, must be submitted with this application. Any additional site plans submitted must not exceed 11-inches by 17-inches in size. (If possible, please submit a copy of the site plan in a digital format)
Site plan must include, at minimum, the following:  a. A north arrow and scale.  b. The boundaries of the property, with all dimensions, and square footage of the lot.  c. The location and dimensions of all existing and proposed buildings and structures, and all required setbacks.  d. All walls, fences, walkways (including sidewalks) and off-street parking areas or garages, their dimensions, and distance from all property lines.  e. Parking lot layout and circulation showing dimensions of parking spaces and driving isles, if applicable.  f. The location and dimensions of all paved areas, including driveways and patios.
One copy of Warranty Deed for the subject property. Deed of Trust & Release of Lier
One copy of current tax appraisal details (available from Tarrant County Appraisal District).
Appropriate fees must be paid at the time of filing \$ 150.00

<sup>\*</sup> Failure to provide any of the required material indicated above will result in the application being be deemed incomplete and will be returned to the applicant.

#### CONDITIONS NECESSARY FOR GRANTING A VARIANCE

Below are the conditions that are required to exist in order for the Board of Adjustment to grant a variance request. Describe in detail how the requested variance meets these conditions. (Attach additional pages if necessary and label "Attachment B")

1.	Due to special conditions, a literal enforcement of the ordinance would result in
	unnecessary hardship.

1.	Garage	openings	are too	small	for	2016	Ford	F150	pickup
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- 2. North driveway edge is within a few inches of property line
- 3. 10 feet from property line would be in middle of driveway

2.	By granting the variance, the spirit of the ordinance will be observed and substantial justice
	will be done.

Sturdy cover needed to protect newly-bought vehicle from weather & tree debris

3. The plight of the owner of the property is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial, and are not due to or the result of general conditions in the district in which the property is located.

House & detached garage were built in 1959. Owners purchased property in 1992 & have not altered either structure in any way

Ford F150 height = 6 feet, 3 inches

Garage door opening = 6 feet 2 inches

Such variance will not substantially injure the appropriate use of adjacent conforming property or alter the essential character of the district in which the property is located.
<ol> <li>North edge of driveway where carport would cover is approximately 3 feet from existing fence</li> <li>A few nearby residences have similar carports (see attached photos)</li> </ol>
The Board shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.
<ol> <li>Adhering to codes would divide driveway in half, making usage impractical and aesthetically displeasing</li> <li>There is no other way to protect vehicles parked on driveway.</li> </ol>
The variance is not contrary to the public interest.
Proposed carport is intended only to protect owners' privately-owned vehicle(s) from elements, just like other similar nearby carports
Such variance will not authorize the operation of a use other than those uses specifically authorized for the district in which the subject property is located.
Owners are asking only for reasonable protection from weather and tree debris for their non-commercial vehicle(s)

#### Town of Lakeside

## REQUEST FOR A VARIANCE TO THE BOARD OF ADJUSTMENT TO THE HONORABLE BOARD OF ADJUSTMENT:

Property description (Attach field notes if necessary):

Lot No.: 3	Block No.: 25
Zoning: R-2	Property Address: 4321 Oakridge Road

The Applicant, requests the Lakeside Board of Adjustment consider the following variance (below, please describe in detail the variance you are seeking, including a description of existing and/or proposed improvements relative to this case): \*

(Attach additional pages if necessary and label "Attachment A")

<sup>\*</sup>Note: Local Government Code §211.010 (b) require that an applicant give notice of the type of variance that is requested and that the specific conditions necessary for granting the variance exist. Failure to do so may result in the return of your application.

Respectfully submitted:			
Name of Applicant: Robert Ste	phan	Status:	Owner X Agent
Mailing 4321 Dakridge Road	Lakeside	TX	76 135
Address: Street	Lakeside	State	Zip Code
Hm Ph.: 317 237 4094 Wk Ph.:	N/A	Cell Ph	:817 781 9223
Email Address: harleybob. rs@qm	ail, com		
Applicant's Signature: 2 5 2	~	Date:	130/2021
Name of Representative: Vic Fu	gate Construct	ION	
Mailing 73/9 Strawberry Address: Street Creek Lane	Fort Worth	State	76135 Zip Code
Hm Ph.: Wk Ph.:	817 238 6932	Cell Ph	•
Email Address: metaltech 7613	5 @ yahou, com		
Name of Property Owner:			
Mailing 4321 Dakridge Road Lak Address: Street City	uside TX		76135
			Code
Hm Ph.: 317 237 4094   Wk Ph.:	111	Cell Ph.:	817 781 9223
Email Address: harleybob, rs @ a	mail. com		
	OFFICE USE ONLY	7	
Case No.: 2021-002	Case Man	ager: Norn	n Craven
Date Submitted: 10/12/2021			e: 12/9/2021
L	our every training		
AUTHORIZATION BY PROP	ERTY OWNER	<b>(S)</b>	
I, Robert Stephan Vic Fugate Construction (Applicant)	, the own	er of the sub	ject property, authorize
Vic Fugate Construction	to file th		or a variance from the
(Applicant)	TD CT 1 11	/ 1.1	10
requirements of the Unified Code of the	Town of Lakeside of	my/our bel	
I also authorize Vic Fugate (Person or persons you would be	nave represent you at the hearing	10 LG	epresent me in this
variance request before the Board of Adj	justment.	-5/	
0 = 0		9/30.	2021
Property Owner's Signature		Date	
Troperty Owner's Signature		Date	

#### **Required Acknowledgements**

Please read the following statements carefully and initial on the respective line. By placing your initials next to the statements below, you, the property owner, are stating that you agree with and will abide by these requirements (please initial acknowledging adherence).



By filing this request for a variance, I understand that any construction that requires said variance shall cease until such time that the variance is approved, if applicable. Should the Board of Adjustment deny the request, I may pursue an appeal or bring my property into compliance in accordance with any all City codes within 30 days.



I understand that prior to the hearing of this case by the Board of Adjustment staff will conduct a thorough site visit in order to take photographs of the property for use at the public hearing. This site visit may necessitate complete access to the subject property. staff will make a reasonable attempt to contact the property owner 24 hours prior to visiting the site. I understand that it is my responsibility to ensure that conditions at the subject site will not create a hindrance to city staff. If site conditions are not conducive to staff completing the necessary task during the site visit, your case may be delayed.



Any exhibits submitted by the applicant (audio, visual, document, or otherwise) must be submitted to staff at least 24 hours prior to the public hearing and must be made part of the official record and will not be returned.



Refunds will be issued in accordance with the department cash handling policy and will be subject to a \$50 processing fee. This fee is charged for <u>all</u> refund requests. Refunds may only be issued if request is submitted prior to the case being published in a newspaper of general circulation. It is the responsibility of the applicant to provide a translator, if necessary. If the applicant cannot provide a translator on the date of the public hearing, the case will be re-scheduled to the next available Board of Adjustment meeting date, in order meet the applicant's requirements. (Es la responsibilidad del solicitante proveer un traductor si sea necesario.) In case of conflict, the English version of all documentation will govern. You acknowledge receipt of this application written in the English language, with the Spanish language text where applicable, and the important terms herein. Some future correspondence may only be available/provided in English. (En caso de un conflict de interpretación, la versión en inglés de toda documentación gobernará. usted reconoce el recibo de esta solicitud escrita en el indioma ingles, con texto en espanol donde aplica y de los terminos importantes. Algúna correspondencia futura podría ser disponible/proveado a solamente en inglés.)

VA Form 28-8341 (Home Loan) Rev. March 1983, Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National

Loan #: 07-10-85875

#### DEED OF TRUST

Case #: LH-718510

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE THE DEPARTMENT OF VETERANS APPROVAL OF AFFAIRS OR ITS AUTHORIZED AGENT. The attached ASSUMPTION RIDER is made a part of this instrument.

STATE OF TEXAS SS. TARRANT **COUNTY OF** 

THIS INDENTURE, made and entered into by and between ROBERT G. STEPHAN and KATHERINE L. STEPHAN, HUSBAND AND WIFE

of the County of TARRANT in the State of Texas, hereinafter called the Grantors, and

JO E. SHAW, JR. Trustee(s), of , hereinafter called the Trusten: 1717 ST. JAMES PLACE, SUITE 136, HOUSTON, TEXAS 77056

WITNESSETH: That the Grantors for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth and declared, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, soil and convey unto the said Trustee, and unto his successors in the trust hereby created and his assigns, forever, all of the following described real estate together with all the improvements, thereon and hereafter placed thereon and hereafter placed thereon situated in the County of TARRANT State of Texas, to wit:

LOT 3, BLOCK 25, ELLA YOUNG'S LAKE WORTH ADDITION NEAR FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT AND DEDICATION RECORDED IN VOLUME 388-7, PAGE 120, PLAT RECORDS, TARRANT COUNTY, TEXAS.

together with all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the really, and are a portion of the security for the indebtedness herein mentioned:

The above described property also includes any and all of Grantors' right, title and interest in any and all systems, memberships and/or ownership certificates in any non-municipal water and/or sewer systems now or in the future serving said

TO HAVE AND TO HOLD the above-described property, with all the rights, hereditaments, and appurtenances now or hereafter in anywise appertaining or belonging thereto, unto the said Trustee, his successors in this trust and his assigns, forever. And the Grantors do hereby bind themselves and their heirs, executors, administrators, and legal representatives, to warrant and forever defend all and singular the said premises unto the said Trustee, and unto his successors in this trust, and his assigns, forever, against any person who lawfully claims or shall claim the same or any part thereof.

This conveyance is made in trust to secure the payment of the principal sum of

Sixty Five Thousand Eight Hundred Twelve and No/100

Dollars(\$ 65,812.00 ), as evidenced by a certain promissory note of

even date herewith executed by the Grantors payable to the order of SEARS MORIGAGE CORPORATION , AN OHIO CORPORATION together with interest at the rate of Eight and 500/1000ths

8.500 %) per annum on the unpaid balance, both interest and principal SEARS MORIGAGE CORPORATION per centum ( being payable monthly as it accrues at the office of PASADENA, CA 91109-7149 or such other place as the holder of the note may designate in writing in monthly installments of Five Hundred Six and 04/100

) each, including interest, Dollars (\$ 506.04 one on the first day of each month hereafter, commencing on the first day of and continuing until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of paid, shall be due and payable on the first day of May, 2022. The note also provides that if any deficiency in the payment of any installment is not made good prior to the due date of the next such installment, at the . The note also provides that if option of the holder, the note shall become immediately due and payable without notice, and that this lien may be foreclosed. Failure to exercise this option is not to constitute a waiver of the right to exercise it in the event of any subsequent default. If collection on the note is made through Probate Court or a Bankruptcy Court, or other appropriate legal proceedings, or if after default the note is placed in the hands of an attorney at a law for collection, the makers thereof agree to pay all costs of such collection, including attorney fees, if actually incurred not to exceed Ten per centum (10.00%) of the amount owing on the note at the time of filing claim thereon or date of default, whichever is earlier.

VA Deed of Trust (TX)

The Grantors covenant as follows:

- 1. They will pay the principal of and interest on the note secured hereby in accordance with the terms thereof. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$1 × 0.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.
- 2. Together with and in addition to such payments of principal and interest, they will pay to the holder of the note, as trustee (under the terms of this trust as hereinafter stated), on the first day of each month until the note is fully paid the following sums:
  - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the property covered by this Deed of Trust, plus taxes and assessments next due on the premises covered hereby (all as est mated by the holder of the note and of which Grantors are notified), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become due and payable, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.
  - (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantors each month in a single payment to be applied by the holder of the note to the following items in the order set forth:
    - (I) ground rent, if any, taxes, special assessments, fire, and other hazard insurance premiums;
    - (II) interest on the note secured hereby; and
    - (III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantors prior to the due date of the net such payment, constitute an event of default, under this Deed of Trust. At the option of the holder of the note, Grantors will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling the delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

- 3. If the total of the payments made by the Grantors under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note, as trustee, for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited by the holder of the note on subsequent payments to be made by the Grantors for such items or, at the option of the holder of the note, as trustee, shall be refunded to the Grantors. If, however, the monthly payments made by the Grantors under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, assess ments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantors shall pay to the holder of the note, as trustee, any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the holder of the sad note stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantors shall tender to the holder of the note, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the holder of the note, as trustee, shall, in computing the amount of such indebtedness, credit to the account of the Grantors any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the property is otherwise acquired after default, the holder of the note, as trustee, shall apply at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 2 preceding as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.
- 4. They have a good and merchantable title in fee simple (or such other estate, if any, as is stated herein) to the premises hereby conveyed, free at d clear from all encumbrances except as herein otherwise recited, with full right and authority to convey the same, and will warrant and defend the title against the claims of all persons whomsoever.
- 5. They will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the holder of the note secured hereby may pay the same; and the Grantors will promptly deliver the official receipts therefor to the said holder.
- 6. They will continuously maintain hazard insurance, of such type or types and amounts as the holder of the note may from time to time require, on the improvements now or hereafter on the said premises, and except when payment for all such premiums has theretofore been made under (a) of para raph 2 hereof, they will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss they will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the Grantors and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 7. They will not suffer any lien superior to the lien hereby created to attach to or be enforced against the premises covered hereby and will keep the said premises in as good order and condition as they are now and will not commit or permit any waste, impairment, or deterioration of said premises or any part thereof.
- 8. If the premises covered hereby or any part thereof shall be condemned and taken under the power of eminent domain, all damages and awards for the property so taken to the amount then unpaid on the indebtedness hereby secured, shall be paid to the holder of the note secured hereby. The amount so paid to such holder shall be credited on the indebtedness secured hereby and may, at the option of the said note holder, be applied to the last maturing installments.
- 9. They hereby irrevocably and specifically assign to the holder of the said note any and all rents on the premises covered hereby but so long as no default exists in the Grantors' obligations under this Deed of Trust or in the indebtedness secured hereby, the Grantors may collect and retain the rents, revenues, profits, and income from the property above described, except as provided in paragraph 14 hereof. Immediately upon any default in respect to any payment due, however its maturity is brought about, or in respect to any covenant herein, Grantors hereby authorized said holder, at its option, to take possession of the premises and to rent the same for the account of the Grantors and to deduct from such rents all costs of collection and administration and to at ply the remainder of such rents on the debt hereby secured.
- 10. In the event the ownership of the premises covered hereby or any part thereof becomes vested in a person other than the Grantors, the holder of the note secured hereby may, without notice to the Grantors, deal with such successor or successors in interest with reference to this Deed of Trust and to the debt hereby secured in the same manner as with the Grantors without in any way violating or discharging the Grantors' liability hereunder or upon the debt hereby secured. No sale of the premises covered hereby and not forbearance on the part of the holder of the said note and no extension of the time for the payment of the debt hereby secured, given by said holder shall operate to release, discharge, modify, change, or affect the original liability of the Grantors either in whole or in part, nor shall the full force and effect of the lien of this instrument be altered thereby.
- 11. The holder of the said note shall have the right to pay any taxes, assessments, water rates, and other governmental or municipal charges, lines or impositions which are to be paid under paragraph 5 hereof, and to make any payment hereinabove provided to be made by the Grantors under subsection (a) of paragraph 2 hereof, and any amount so paid by the said holder shall then be added to the principal debt named herein and bear interest at the rate provided for in the principal indebtedness, payable monthly from the date of such payment and be secured by this Deed of Trust the same as said principal debt and interest thereon; and the said holder shall at its option be entitled to be subrogated to any lien, claim, or demand paid by it or discharged with the money advanced by it and secured by this Deed of Trust, which amount advanced shall be payable thirty (30) days after demand, or as may be otherwise agreed in writing between the parties hereto either before, at the time, or after making such advances.
- 12. Upon the request of the holder of the said note the Grantors shall execute and deliver a supplemental note or notes for the sum or sums advanced by the holder of the said note for the alteration, modernization, improvements, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.
- 13. They do hereby expressly waive and renounce the benefit of all laws now existing or that may hereafter be enacted providing for any appra sement before sale of any of the premises hereby granted.

- 13. They do hereby expressly waive and renounce the benefit of all laws now existing or that may hereafter be enacted providing for any appraisement before sale of any of the premises hereby granted.
- 14. As additional and collateral security for the payment of the note secured hereby and the indebtedness hereinbefore described, they hereby assign to the owner of said debt all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee, assignee, sublessee or purchaser of production, is hereby directed on production of this Deed of Trust or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the owner of said debt; this provision to become effective, however, only upon default in the conditions and terms of this Deed of Trust or the note hereby secured, or prior to such default upon notice to the party obligated to pay same; and to terminate and become null and void upon payment of the indebtedness hereby secured.

If the Grantors shall well and truly pay, or cause to be paid, the note hereby secured, and any other indebtedness secured hereby, and shall keep and perform each and every covenant, condition, and stipulation herein and in said note or notes contained, then these presents shall become: null and void; otherwise to be and remain in full force and effect; but if default shall be made in any payment, or part thereof, under the said note. or other indebtedness secured hereby or if for any reason (other than the fault of the holder of the note) the fire or other hazard insurance is canceled or discontinued, or if the Grantors shall fail to keep or perform any of the covenants, conditions or stipulations herein, then the said note, together with all accrued interest thereon and all other sums secured hereby, shall, at the option of the holder of the said note, become at once due: and payable without demand or notice, and the Trustee hereunder shall be, and is hereby, authorized and empowered, when requested so to do by the holder of said note after such default, to sell the premises covered hereby at public auction to the highest bidder for cash, between the hours o'. ten o'clock A.M. and four o'clock P.M. of the first Tuesday in any month, at the door of the County Court House in the county in which said premises, or any part thereof, are situated, after advertising the time, place, and terms of said sale and the premises to be sold by posting, or causing to be posted, for at least twenty-one (21) days preceding the date of said sale written notice thereof at the courthouse door of the county in which the real estate is situated or, if the real estate is in more than one county, at the courthouse doors of every county in which the real estate is situated, and after the holder of said note shall have served written notice of said sale by certified mail, at least twenty-one (21) days preceding the date of sale, on each debtor obligated to pay such indebtedness according to the records of such holder; provided that service of such notice shall be: deemed completed by its deposit, enclosed in a postpaid wrapper, addressed to such debtor at the most recent address shown by the holder's records, in a post office or official depository under the care and custody of the United States Postal Service; and the Grantors do hereby authoriz: and empower said Trustee, and each and all of his or its successors in this Trust, to sell said premises, together, or in lots or parcels, as such Truste: shall deem expedient, and to execute and deliver to the purchaser or purchasers of said premises good and sufficient deeds of conveyance thereof by fee simple title, with covenants of general warranty, and the title of such purchaser or purchasers, when so made by the Trustee, the Grantors bind themselves to warrant and forever defend; and to receive the proceeds of said sale which shall be applied as follows:

FIRST - To the payment of all necessary actions and expenses incident to the execution of said trust, including a reasonable fee to the Trustee, not exceeding two and one-half per centum (21/2%) of the gross proceeds of the sale of said premises.

SECOND - To the payment of said note, to the amount of the principal sum and accrued interest legally due thereon, all other sum; secured hereby, and to the payment of attorney's fees as in said note provided.

THIRD - To the reimbursement of the Department of Veterans Affairs for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby.

FOURTH - The remainder, if any there shall be, after payment of said costs, expenses and attorney's fees, and the principal and interest legally due on said note, and all other sums secured hereby and other sums agreed to be paid by the Grantors, shall be paid to the Grantors.

The deed or deeds which shall be given by said Trustee to the purchaser or purchasers at such sale, shall be prima facie evidence of the truth of all the recitals therein as to default in the payment of said note, or of interest due thereon, or of the sums thereunder and hereunder due, the request to the said Trustee to sell, the advertisement or posting of such sale, the proceedings at such sale, the facts, if any, authorizing a substitut: Trustee to act in the premises, and everything necessary to the validity of such sale even though such recitals are general and in the form of legsl conclusions; and the purchaser or purchasers named in any such Deed, and all persons subsequently dealing with the property purported to be thereby conveyed, shall be fully protected in relying upon the truthfulness of such recitals.

After a sale under this Deed of Trust, Grantors shall be mere tenants at sufferance of the purchaser at said sale. The purchaser shall be entitled to immediate possessions and may enforce said right by appropriate action. This remedy is cumulative of any and all remedies the purchaser may have hereunder or otherwise.

All estates, rights, powers and duties herein given to Trustees, or imposed upon them, are given and imposed upon Trustees jointly and severally, and to the survivors of such Trustees, and may be exercised by any one or more than one, or all of such Trustees, as if any such Trustee or Trustees so acting were sole Trustee hereunder and the Grantors herein do hereby ratify and confirm any and all acts which Trustees or any of them, may do in the premises by virtue thereof or hereof.

In case of the death of the Trustee herein or of any substitute Trustee appointed hereunder, or the refusal, failure or inability of any Trustee or any substitute Trustee for any reason to act hereunder, or in the event the holder of the note shall deem it desirable to remove without cause the Trustee or any substitute Trustee and appoint another to execute this trust, then in either or any of the said events the holder of the note shall have the right, and is hereby authorized and empowered to appoint by instrument in writing a substitute Trustee in lieu of the Trustee herein named, or in lieu of any substitute Trustee, who shall thereupon become vested with and succeed to all the title, power, and duties hereby conferred upon the Trustee named herein, the same as if said substitute Trustee had been named original Trustee by this instrument and any conveyance executed by him, including the recitals therein contained, shall have the same effect and validity as if executed by the Trustee named herein.

Failure of the holder of the indebtedness to exercise any option available under the terms of this instrument or the note or notes secure 1 hereby, shall not constitute a waiver of its right to exercise the same upon any subsequent default.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connections with said indebtedness which are inconsistant with said Title or Regulations are hereby amended to conform thereto.

In the event any item or provision herein is violative of the laws of the State of Texas, this instrument shall be affected only as to its application to such item or provision and shall in all other respects remain in full force and effect. In no event and upon no contingency shall the maker or makers of the note secured hereby, or any party liable thereon or therefor, be required to pay interest at a rate which would be violative of any law of the State of Texas. The intention of the parties is to conform strictly to such Usury Laws as may apply to the loan secured by this instrument. If any law, applicable to this loan, limiting the amount of permissable interest or other charges to be collected, as such law may now or hereafter be interpreted, renders any charge provided for in this Deed of Trust or in the Note violative of such law as the result of prepayment of the indebtedness acceleration of the maturity thereof, or for any other reason, such charge is hereby reduced to the extent necessary to eliminate such violation.

Should the Department of Veterans Affairs fail or refuse to issue its Guaranty of the loan secured by this (Deed of Trust) under the provisions of the Servicemen's Re-Adjustment Act of 1944, as amended, within sixty days from the date this loan would normally become eligible for such guaranty, the holder may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

The Grantors covenant and agree that so long as this Deed of Trust and the said note secured hereby are insured under the provisions of the Servicemen's Re-Adjustment Act of 1944, Grantors will not execute or file for record any instrument which imposes a restriction upon the sale cr occupance of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the holder of the note may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

The note secured hereby is primarily secured by the vendor's lien retains	ined in the Deed of even date herewith conveying the	monesty t
Grantors, which Vendor's lien has been assigned to the holder of the not		roperty t
The note secured hereby is in renewal and extension, but not in extinguent Extension Exhibit attached hereto.	ishment of that certain indebtedness described on the Re	newal an
The covenants herein contained shall bind, and the benefits and advant successors and assigns of the parties hereto. Whenever used, the singular numl gender shall be applicable to all genders and "holder of the note" shall inclu thereof whether by operation of law or otherwise.	er shall include the plural, the plural the singular, and the	use of an
Executed to be effective this	14th day of April	19 92
D1-650	Kath - 2 Sant	
ROBERT G. STEPHAN	KATHERINE L. STEPHAN	
ACKNOWLEDG	SEMENT	
STATE OF TEXAS ) COUNTY OF TARRANT )		
The foregoing instrument was acknowledged before me this ROBERT G. STEPHAN and KA		タン, by
Witness my hand and official seal.		
James O. Thomas 8 Notary Public	Qual V	
STATE OF TEXAS	Notary Public	
My Comm. Exp. 04/30/93 8		
ACKNOWLEDG	SEMENT	
STATE OF TEXAS ) COUNTY OF )		
The foregoing instrument was acknowledged before me this	day of , 19	, by
Witness my hand and official seal.		
Withess my hand and official scal.		
	Notary Public	
· ·		
STATE OF TEXAS		
COUNTY OF S		
County, Texas, do hereby certify that the within instru		Court o
registration in my office on the day of o'clock . M., and duly recorded on the day of	, 19 , at , 19 , at	
o'clock . M., in Vol. , Page , of reco		County
WITNESS my hand and seal of office, at	, the day and date last above	
· ·	Clerk County Court County	, Texas
,		Deputy
STATE OF TEXAS		
======================================	SEARS MORTGAGE CORPORATION	
Deed of Trust	222 W. LAS COLINAS BLVD., #1 LB-72, IRVING, TEXAS 75039	.230
то		
,Trustee		

Page 4 of 4

FOR THE BENEFIT OF

# VA ASSUMPTION POLICY RIDER LH-718510

# NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 14th day of April, 19 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Grantor") to secure the Grantor's Note ("Note") of the same date to

SEARS MORIGAGE CORPORATION , AN OHIO CORPORATION

its successors and assign;

("Holder of the Note") and covering the property described in the Instrument and located at:

4321 OAKRIDGE ROAD, LAKESIDE, TX 76135-4617

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Holder of the Note and Grantor hereby acknowledges and agrees to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Holder of the Note may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan may at the option of the Holder of the Note become immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 1814 of Chapter 37, Title 38, United States Code. This option may not be exercised if the transfer is the result of: (A) The creation of a lien or other encumbrance subordinate to this Instrument which does not relate to a transfer of rights of occupancy in the property; (B) The creation of a purchase money security interest for household appliances; (C) Attransfer by devise, descent, or operation of law on the death of a joint tenant or tenant by entirety; (D) The granting of a leasehold interest of three years or less not containing an option to purchase; (E) A transfer to a relative resulting from the death of a Grantor; (F) A transfer where the spouse or children of the Grantor become a joint owner of the property with the Grantor; (G) A transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse of the Grantor becomes the sole owner of the property. In such a case, the Grantor shall have the option of applying directly to the Department of Veterans Affairs regional office of jurisdiction for a release of liability under 1813(a); or (H) A transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the Holder of the Note of its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the Holder of the Note of the indebtedness hereby secured or any transfered thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).
- (b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the Holder of the Note or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the Holder of the Note's ownership records when ar approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 1814 of Chapter 37, Title 38, United States Code applies which provides that the charge not exceed the lesser of \$300.00 and the actual cost of a credit report or any maximum prescribed by applicable State law.
- (c) <u>ASSUMPTION INDEMNITY LIABILITY</u>: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Grantor(s) has executed this Assumption Policy Rider.

ROBERT G. STEAHAN	(Seal) Grantor	KOLL Z. Suphan KATHERINE L. STEPHAN	(Seal) Granton
	(Scal) Grantor		(Seal) Grantoi

FORM NO. 5000 (REV. 10-90)
LaserDoc (TM) by Delphi Information Sciences Corp.

THE STATE OF TEXAS (

#### KNOW ALL MEN BY THESE PRESENTS:

#### THAT LARRY TULLIS VAUGHN

(hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations cash in hand paid by

ROBERT G. STEPHAN and KATHERINE L. STEPHAN, HUSBAND AND WIFE

whose address is 4321 OAKRIDGE ROAD, LAKESIDE, TX 76135-4617

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the note in the principal sum of

Sixty Five Thousand Eight Hundred Twelve and No/100

(\$ 65,812.00 )

payable to the order of SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION (hereinafter referred to as "BENEFICIARY") at the special instance and request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantees herein have executed the right note of even date herewith for said amount payable to the order of said Beneficiary, bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments as therein set out, and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, which note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to

JO E. SHAW, JR.

Trustee, reference to which is here made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantor's favor and by said Grantors assigned to the Beneficiary without recourse; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

LOT 3, BLOCK 25, ELLA YOUNG'S LAKE WORTH ADDITION NEAR FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT AND DEDICATION RECORDED IN VOLUME 388-7, PAGE 120, PLAT RECORDS, TARRANT COUNTY, TEXAS.

together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said property.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever.

And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all ard singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claimir g or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the above described property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws or ordinances.

But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed on this the 14th day of April

IARRY TULLIS VAUGHN

THE STATE OF TEXAS:
COUNTY OF Taxas

This instrument was acknowledged before me on

This instrument was acknowledged before me on by

RETURN TO:

ROBERT G. STEPHAN
4321 OAKRIDGE ROAD
LAKESIDE, TX 76135-4617

GENERAL WARRANTY DEED WITH VENDOR'S LIEN (VA)

James O. Thomas Notary Public STATE OF TEXAS

My Comm. Exp. 04/30/93

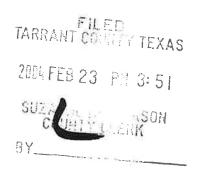
Notary Public, State of Texas

P&P Form 900.1L 6/39

207

Loan No. 000000000000001953014975

After recorded return to: ROBERT G. STEPHAN 4321 OAKRIDGE RD FT WORTH, TX 76135



Ja.

#### RELEASE OF LIEN

THE STATE OF TEXAS COUNTY OF TARRANT

That in consideration of the payment in full according to the face and tenor thereof, of certain promissory note dated September 14, 1998, in the original principal sum offifty-Three Thousand Four Hundred Sixty-One and 00/100 (\$53,461.00), executed by ROBERT G. STEPHAN AND SPOUSE, KATHERINE L. STEPHAN, payable to the order of CHASE MANHATTAN MORTGAGE CORPORATION.

Described in a certain Deed of Trust executed by ROBERT G. STEPHAN AND SPOUSE, KATHERINE L. STEPHAN to TEXCORP MORTGAGE BANKERS, INC. dated September 14, 1998 and recorded in File Number D198220544 , Real Property Records of County TARRANT, Texas.

CHASE MANHATTAN MORTGAGE CORPORATION as assignee of the above described Deed of Trust is the current holder of said note, and does hereby release its Deed of Trust lien by said instrument to exist upon the following described property, to secure payment of said note, via:

As stated in Original Mortgage

IN WITNESS WHEREOF, the said Corporation has caused these present to be signed by its duly authorized officer.

This date January 22, 2004

CHASE MANHATTAN MORTGAGE CORPORATION

By:\_

CHRIS WHITE
Vice President

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on January 22, 2004 by CHRIS WHITE, Vice President of CHASE MANHATTAN MORTGAGE CORPORATION, on behalf of said corporation

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Prepared by: PHIL MALONE Accutran Services, Inc. 2727 Spring Creek Dr. Spring, TX 77373

ROSIE VILLAGOMEZ
MY COMMISSION EXPIRES
October 24, 2006

17-983-

D192073825 ROBERT G STEPHAN 4321 OAKRIDGE RD FT WORTH, TX

76135

#### -W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R D Y

# FILED -- TARRANT COUNTY TEXAS SUZANNE HENDERSON -- COUNTY CLERK OFFICIAL RECEIPT

T O: SOUTHWEST LAND TITLE

RECEIPT NO REGISTER PRINTED DATE TIME 192166746 DR91 04/20/92 10:45

INSTRUMENT FEECD FILED TIME
1 D192073825 WD 920420 10:46 CG

TOTAL: DOCUMENTS: 01 FEES: 6.00

в у:

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



#### **ROBERT G STEPHAN 4321 OAKRIDGE DRIVE**

FT WORTH

TX 76135

Submitter: ROBERT & KATHERINE STEPHAN

**SUZANNE HENDERSON** TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE **100 WEST WEATHERFORD** FORT WORTH, TX 76196-0401

#### DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 02/23/2004 03:52 PM

Document No.:

D204056240

WD

2 PGS

\$14.00

D204056240

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

#### 2021 PROPERTY VALUE NOTICE

of Ori



TARRANT APPRAISAL DISTRICT 2500 HANDLEY-EDERVILLE ROAD FORT WORTH, TX 76118

★ ACCOUNT NUMBER: 03683338 ★

To file a protest and see additional value, exemption and sales information, go to:

www.TAD.org

Your online PIN is:

Property Description and Address
YOUNG, ELLA ADDI TO BLOCK 25 LOT 3



# MAY 17, 2021 IS YOUR PROTEST DEADLINE

2021 Taxable Value 24,356 24,356 24,356	www.TarrantTaxInfo.com
39,356	Percent Market Value Change from
24,356	2016 is 35%

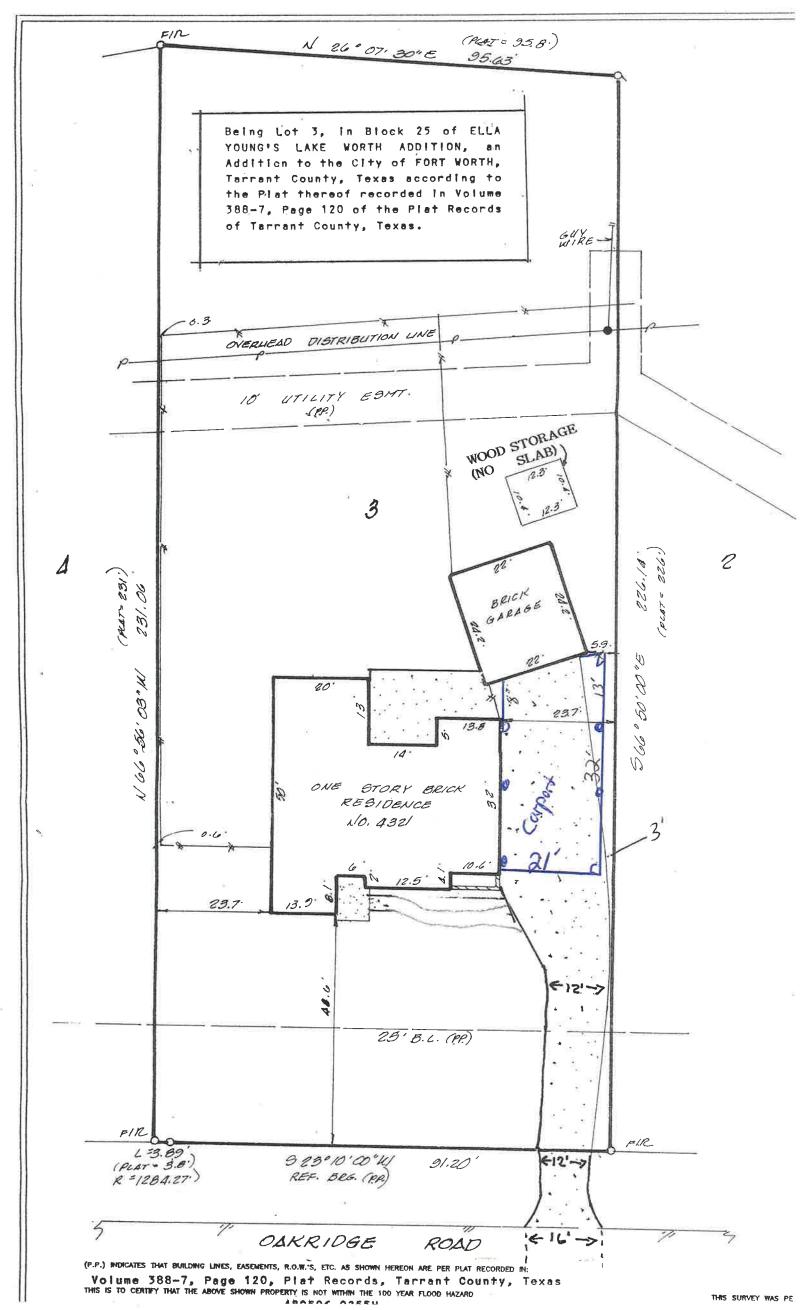
"The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials." NOTE: Tarrant Appraisal District determines property values, it does NOT set tax rates or bill and collect taxes. If you receive the OVER-65 or Disabled Persons exemption for a residence homestead, a participating jurisdiction's taxes may not exceed your established tax ceiling UNLESS you have added property improvements since the ceilings were set.

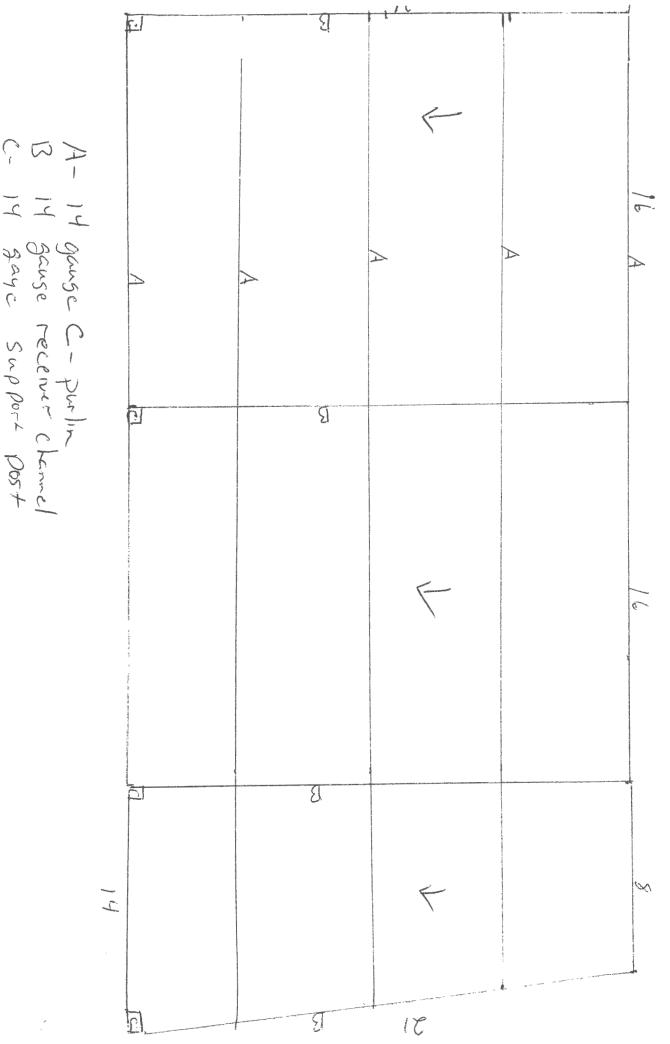
2020 Exemptions Granted Amounts	COUNTY	HOSPITAL	COLLEGE	SCHOOL	CITY	
Over 65	50,000	50,000	50,000	10,000	50,000	
Homestead				25,000		

50,000 50,000 50,000 10,000 50,000	2021 Exem	nptions Granted Amounts	COUNTY	HOSPITAL	COLLEGE	SCHOOL	CITY
798f 65 50,000 50,000 10,000 50,000	Over 65		50,000	50,000	50,000	10,000	50,000
domestead 25,000	Homestead					25,000	

<u> </u>					
Exemptions Cancelled/Reduced	COUNTY HOSPITAL	COLLEGE	SCHOOL	CITY	

If you disagree with the proposed value, contact the TARRANT APPRAISAL DISTRICT (TAD) at (817) 284-3925. If the APPRAISAL DISTRICT cannot resolve the problem, yo have the right to appeal to the APPRAISAL REVIEW BOARD (ARB). IN ORDER TO APPEAL YOU MUST FILE A WRITTEN PROTEST WITH THE ARB NO LATER THAN MAY 17, 2021. Please refer to the enclosed instructions for details on how to file a valid protest. A protest form for the subject property has been printed on the reverse side of this notice the ARB hearings begin May 24, 2021 at 2500 Handley-Ederville Road and will continue until all valid protests have been heard. If you file a protest you will receive notice of you hearing date and time at least 15 days before the hearing. TAD phone lines are very busy during the time Value Notices are produced. Please keep trying.





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# neighborhood Corpora

