

# real estate reports

## Subject Property

8600 Laughing Waters Trl  
Mckinney  
TX 75070  
APN: R-9224-00C-0160-1

Prepared For:  
**Shawna King**

## Requested By:

**Misty Di Paola**  
Key Title - DFW  
Email: [misty@keytitlegroupdfw.com](mailto:misty@keytitlegroupdfw.com)

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Subject Property : **8600 Laughing Waters Trl Mckinney TX 75070**

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## Owner Information

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Owner Name : **Decell Craig Steven li / Flippin Stacy**

Mailing Address : **8600 Laughing Waters Trl, Mckinney TX 75070-6138 R087**

Owner Occupied   
Indicator :

## Location Information

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Legal Description : **Craig Ranch North Phase 11 (cmc), Blk C, Lot 16**

County : **Collin, Tx**

Alternate APN : **2615728**

Census Tract / Block : **305.17 / 1**

Subdivision : **Craig Ranch North Ph 11**

Legal Lot : **16**

Map Reference : **537-X / 9224A-00C**

Legal Block : **C**

School District : **Frisco Isd**

Market Area : **55**

Munic/Township : **Mckinney**

APN : **R-9224-00C-0160-1**

Neighbor Code : **N8710-2**

## Last Market Sale Information

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Recording/Sale Date : **01/16/2018 / 01/11/2018**

1st Mtg Amount/Type : **\$326,880 / Va**

Sale Price : **\$320,342**

1st Mtg Document # : **61170**

Sale Type : **Estimated**

1st Mtg Term : **30**

Document # : **61160**

Price Per SqFt : **\$105.79**

Deed Type : **Warranty Deed**

Title Company : **Fidelity National Title**

Lender : **Prime Lndg**

Seller Name : **Clayton Jerry & Terri L**

## Prior Sale Information

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Prior Rec/Sale Date : **11/26/2014 / 11/19/2014**

Prior Deed Type : **Warranty Deed**

Prior Sale Price : **\$312,500**

Prior Lender : **First Bk**

Prior Doc Number : **1294880**

Prior 1st Mtg Amt/Type : **\$250,000 / Conv**



# Property Detail

## Property Characteristics

Gross Area : <b>3,478</b>	# of Stories : <b>2</b>	Exterior wall : <b>Brick</b>
Living Area : <b>3,028</b>	Parking Type : <b>Attached Garage</b>	Interior Wall : <b>Drywall</b>
Total Rooms : <b>9</b>	Garage Area : <b>450</b>	Porch Type : <b>Covered Porch</b>
Bedrooms : <b>4</b>	Foundation : <b>Slab</b>	Pool : <b>Pool</b>
Bath(F/H) : <b>2</b>	Construction : <b>Wood</b>	Air Cond : <b>Central</b>
Fireplace : <b>Y / 1</b>	Heat Type : <b>Central</b>	Floor Cover : <b>Carpet</b>
Year Built / Eff : <b>2007 / 2007</b>	Cooling Type : <b>Central</b>	

## Property Information

Land Use : <b>Sfr</b>	Lot Acres : <b>0.23</b>	State Use : <b>Residential Single Family</b>
County Use : <b>Sgl-fam-res-home</b>	Lot Size : <b>10,104</b>	

## Tax Information

Total Value : <b>\$534,479</b>	Tax Rate Area : <b>GCN</b>	COLLIN COUNTY Tax / Rate : <b>\$798.21/.14934</b>
Assessed Year : <b>2025</b>	Homeowner Exemption : <b>Homestead</b>	COLLIN CO COMMUNITY COLLEGE Tax / Rate : <b>\$434.10/.08122</b>
Tax Year : <b>2025</b>	Market Value : <b>\$584,361</b>	FRISCO ISD Tax / Rate : <b>\$5,448.48/1.0194</b>
Property Tax : <b>\$8,884.36</b>	MCKINNEY CITY Tax / Rate : <b>\$2,203.57/.41228</b>	

# Comparables

## Sales Analysis

Criteria	Subject Property	Low	High	Average
Sale Price	\$320,342.4	\$456,250	\$690,169	\$567,819
Bldg/Living Area	3028	2595	3387	3008
Price Per Square Foot	\$105.79	\$151	\$257	\$188.03
Year Built	2007	2004	2018	2008
Lot Size	10,104	4,413	11,140	6,788
Bedrooms	4	3	5	4
Bathrooms	2	2	4	3
Stories	2	1	2	2
Total Assessed Value	\$534,479	\$452,913	\$739,114	\$577,943
Distance From Subject	0	0.04	0.54	0.35

## Summary of Comparables

#	Address	Sale Price	Total Assessed Value	Sale Date	Bed	Bath	Living Area	Lot Size	Year Built	Dist (Miles)	Zoning
S	8600 Laughing Waters Trl	320,342.4	534,479	01/16/2018	4	2	3,028	10,104	2007		
1	8613 Escalante Trl	690,168.75	459,158	05/23/2025	3	3	2,681	6,009	2007	0.04	
2	3504 Camino Trl	587,812.5	522,804	11/19/2025			3,096	5,788	2007	0.11	
3	8312 Rancho De La Osa Trl	593,750	550,575	09/22/2025	4	4	3,387	9,352	2006	0.16	
4	8305 Laughing Waters Trl	509,600	528,722	06/16/2025	5	3	3,218	6,593	2005	0.19	
5	8205 Laughing Waters Trl	477,000	471,842	08/11/2025	4	2	2,674	6,543	2006	0.25	
6	8100 Boulder River Trl		530,468	02/04/2026	5	3	3,164	6,580	2006	0.32	
7	3480 Estes Park Ln	640,062.5	683,819	02/17/2026	4	4	3,323	8,570	2007	0.33	
8	8008 Laughing Waters Trl	509,250	514,163	02/11/2026			3,096	5,868	2006	0.34	
9	7905 Trixie Trail Dr		685,508	07/09/2025	4	3	2,694	7,090	2007	0.35	
10	3452 Estes Park Ln		685,033	04/17/2025	4	4	3,270	8,871	2008	0.35	
11	3465 Estes Park Ln	650,000	670,166	05/23/2025	5	4	3,071	8,816	2007	0.36	



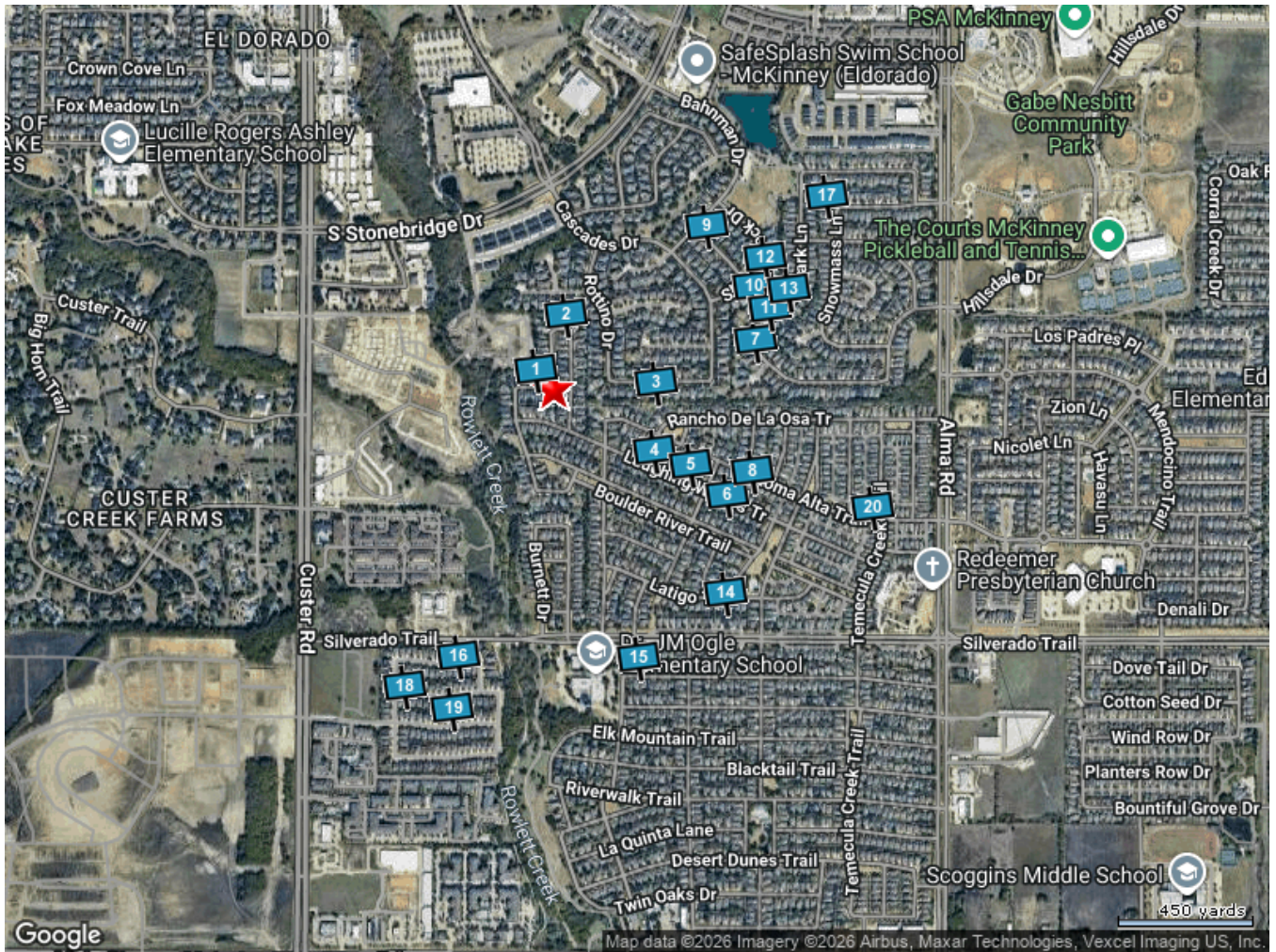
# Comparables

12	3409 Sliding Rock Dr		739,114	03/28/2025	4	3	2,882	11,140	2006	0.39	
13	3449 Estes Park Ln		597,353	10/07/2025	4	4	2,783	5,574	2009	0.4	
14	8212 Silverado Trl		514,714	07/31/2025	5	3	3,218	6,674	2005	0.43	
15	8509 Lonesome Spur Trl	485,935.24	512,435	11/18/2025	5	3	3,218	5,656	2005	0.45	
16	8712 Denstone Dr	615,000	578,754	06/10/2025	4	4	2,758	5,432	2015	0.45	
17	3312 Snowmass Ln	599,000	663,640	09/03/2025	4	4	3,358	5,597	2006	0.52	
18	8820 Mccutchins Dr		628,299	11/17/2025	4	3	3,047	6,037	2018	0.53	
19	8709 Mccutchins Dr		569,379	08/13/2025	3	3	2,631	5,152	2016	0.53	
20	3708 Temecula Creek Trl	456,250	452,913	02/25/2026	4	3	2,595	4,413	2004	0.54	

**Distressed Sales =**

# Comparables

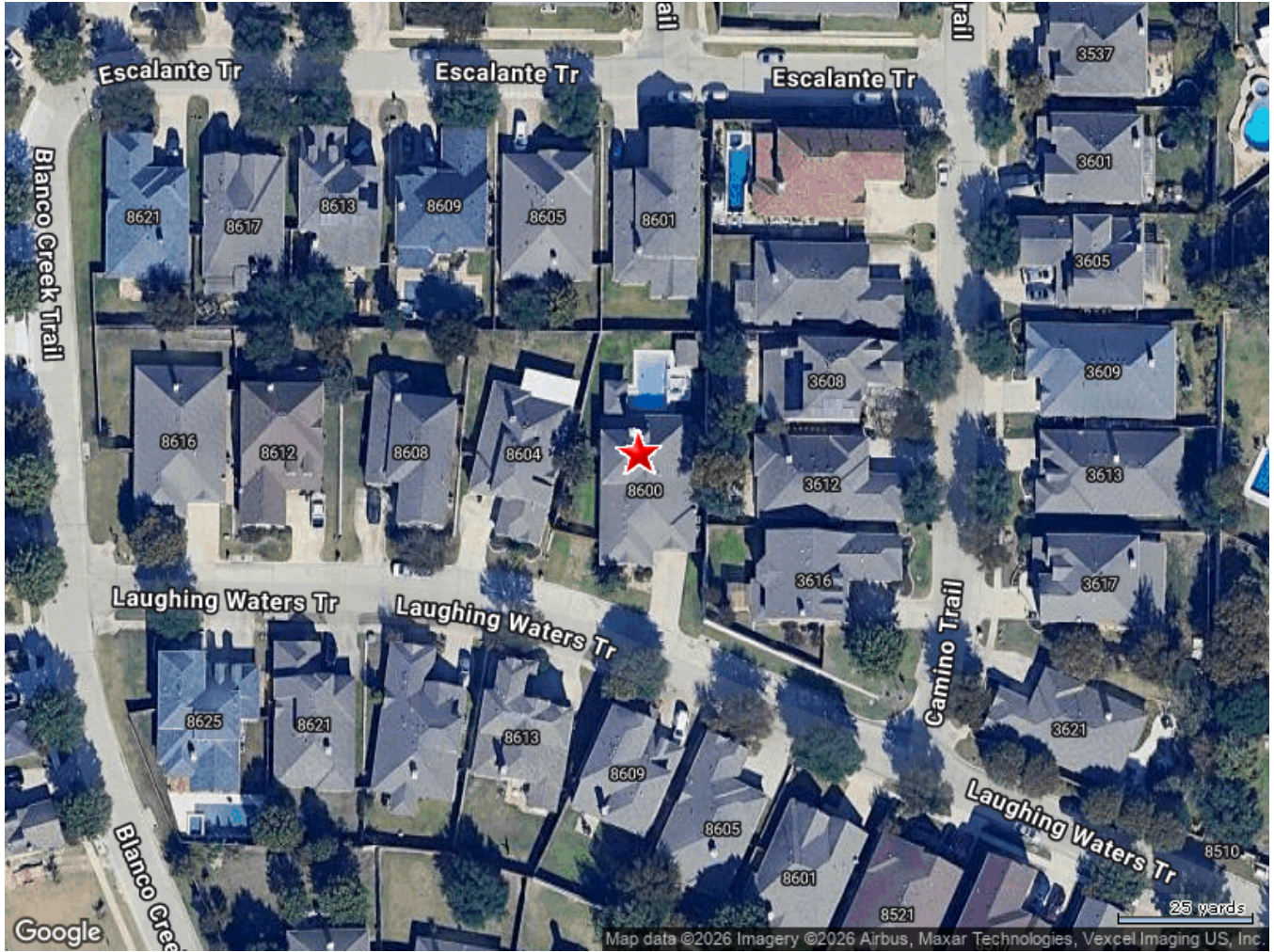
## Map

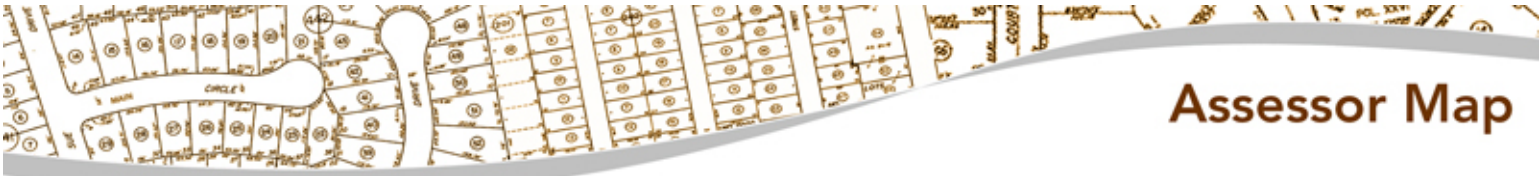




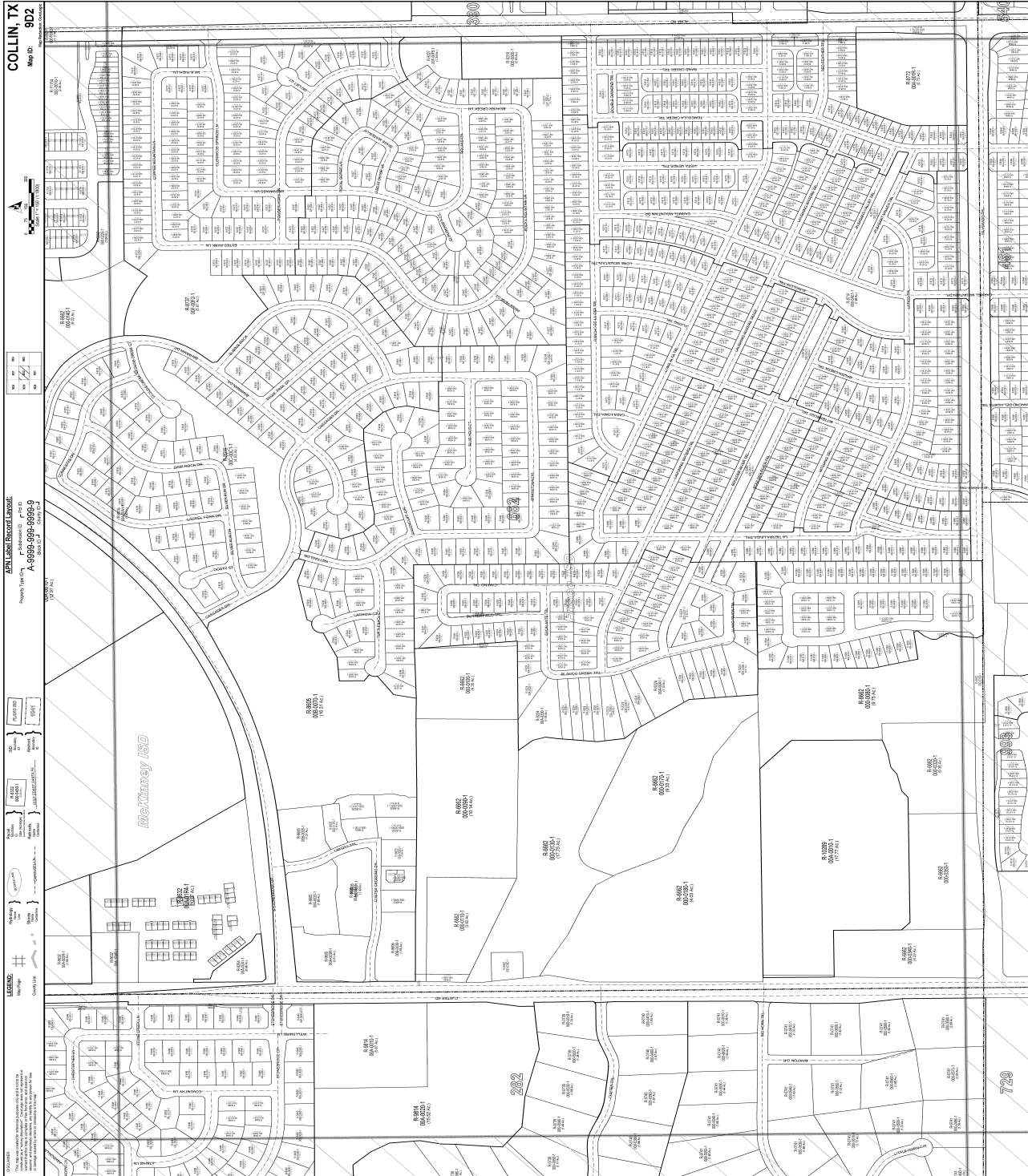
# Street Map

Subject Property : **8600 Laughing Waters Trl Mckinney TX 75070**





# Assessor Map



Customer Name : Misty Di Paola  
Customer Company Name : Key Title - DFW  
Prepared On : 03/26/2026  
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# Transaction History

## Sales History

Rec. Date :	<b>01/16/2018</b>	<b>11/26/2014</b>	<b>12/18/2007</b>
Sale Date :	<b>01/11/2018</b>	<b>11/19/2014</b>	<b>12/14/2007</b>
Sale Price :	<b>\$320,342.40</b>	<b>\$312,500</b>	<b>\$295,503.39</b>
Rec.Doc.No :	<b>61160</b>	<b>1294880</b>	<b>1673990</b>
Doc. Type :	<b>WARRANTY DEED</b>	<b>WARRANTY DEED</b>	<b>WARRANTY DEED</b>
Sale Price Type :	<b>ESTIMATED</b>	<b>ESTIMATED</b>	<b>ESTIMATED</b>
Buyer :	<b>Decell Craig S li &amp; Stacy F</b>	<b>Clayton Jerry</b>	<b>Flores Adam &amp; Theresa</b>
Seller :	<b>Clayton Jerry &amp; Terri L</b>	<b>Flores Adam &amp; Theresa</b>	<b>Dr Horton-texas Ltd</b>
Title Company :	<b>Fidelity National Title</b>	<b>Republic Title/tx Inc</b>	<b>Drh Title</b>
Other Doc No :			

# Transaction History

## Mortgage History

### 1st Mortgage Details

Mtg. Date :	<b>12/01/2022</b>	<b>06/18/2020</b>	<b>01/16/2018</b>	<b>12/26/2014</b>
Mtg. Amt :	<b>\$138,650</b>	<b>\$324,234</b>	<b>\$326,880</b>	<b>\$125,000</b>
Mtg. Doc. No :	<b>171318</b>	<b>919170</b>	<b>61170</b>	<b>1404190</b>
Doc. Type :	<b>DEED OF TRUST</b>	<b>DEED OF TRUST</b>	<b>DEED OF TRUST</b>	<b>DEED OF TRUST</b>
Loan Type :	<b>CONVENTIONAL</b>	<b>VA</b>	<b>VA</b>	<b>CONVENTIONAL</b>
Mtg. Rate Type :				
Mtg. Term :		<b>30 Years</b>	<b>30 Years</b>	<b>15 Years</b>
Mtg. Rate :				
Lender :	<b>Frost Bk</b>	<b>North American Svgs Bk Fsb</b>	<b>Prime Lndg</b>	<b>First Bk</b>
Borrower 1 :	<b>Decell Craig S li</b>	<b>Decell Craig S li</b>	<b>Decell Craig S li</b>	<b>Clayton Jerry</b>
Borrower 2 :	<b>Decell Stacy F</b>	<b>Decell Stacy F</b>	<b>Decell Stacy F</b>	
Borrower 3 :				
Borrower 4 :				

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Mtg. Date :	<b>11/26/2014</b>	<b>11/22/2013</b>	<b>12/18/2007</b>
Mtg. Amt :	<b>\$250,000</b>	<b>\$208,780</b>	<b>\$222,183</b>
Mtg. Doc. No :	<b>1294890</b>	<b>1571980</b>	<b>1674000</b>
Doc. Type :	<b>DEED OF TRUST</b>	<b>DEED OF TRUST</b>	<b>DEED OF TRUST</b>
Loan Type :	<b>CONVENTIONAL</b>	<b>CONVENTIONAL</b>	<b>CONVENTIONAL</b>
Mtg. Rate Type :			
Mtg. Term :		<b>15 Years</b>	<b>30 Years</b>
Mtg. Rate :			
Lender :	<b>First Bk</b>	<b>Wells Fargo Bk Na</b>	<b>Dhi Mtg Co Ltd</b>
Borrower 1 :	<b>Clayton Jerry</b>	<b>Flores Adam</b>	<b>Flores Adam</b>
Borrower 2 :		<b>Flores Theresa</b>	<b>Flores Theresa</b>
Borrower 3 :			
Borrower 4 :			

## 2nd Mortgage Details

Mtg. Date : **11/26/2014**  
Mtg. Amt : **\$250,000**  
Mtg. Doc. No : **1294900**  
Doc. Type : **DEED OF TRUST**  
Loan Type : **CONVENTIONAL**  
Mtg. Rate Type :  
Mtg. Term :  
Mtg. Rate :  
Lender : **First Bk**  
Borrower 1 : **Clayton Jerry**  
Borrower 2 :  
Borrower 3 :  
Borrower 4 :



Public Schools :

Elementary Schools

Ogle Elementary Distance 0.39 Miles

4200 Big Fork Trl Mckinney TX 75070

Telephone : (469) 633-3525

School District : Frisco Independent School District (isd)

Lowest Grade : K

Highest Grade : 4th

Kindergarten : Yes

School Enrollment :

Enrollment : 544

Total Expenditure/Student :

Ashley Elementary Distance 0.77 Miles

15601 Christopher Ln Frisco TX 75035

Telephone : (469) 633-3700

School District : Frisco Independent School District (isd)

Lowest Grade : K

Highest Grade : 5th

Kindergarten : Yes

School Enrollment :

Enrollment : 596

Total Expenditure/Student :

Comstock Elementary Distance 0.87 Miles

7152 Silverado Trail Mckinney TX 75070

Telephone : (469) 633-3900

School District : Frisco Independent School District (isd)

Lowest Grade : K

Highest Grade : 4th

Kindergarten : Yes

School Enrollment :

Enrollment : 699

Total Expenditure/Student :



**Norris Elementary**

Distance **1.13 Miles**

10101 Shepton Ln Frisco TX 75035

Telephone : **(469) 633-4075**

School District : **Frisco Independent School District (isd)**

Lowest Grade : **K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **644**

Total Expenditure/Student :

**Middle Schools**

**Scoggins Middle**

Distance **1.23 Miles**

7070 Stacy Rd Mckinney TX 75070

Telephone : **(469) 633-5150**

School District : **Frisco Independent School District (isd)**

Lowest Grade : **7th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **769**

Total Expenditure/Student :

**Leonard Evans Junior Middle**

Distance **1.3 Miles**

6998 W Eldorado Pkwy Mckinney TX 75072

Telephone : **(469) 302-7100**

School District : **Mckinney Independent School District (isd)**

Lowest Grade : **6th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **782**

Total Expenditure/Student :

**Wortham Intermediate**

Distance **1.33 Miles**

7404 Kickapoo Dr Mckinney TX 75070

Telephone : **(469) 633-6000**

School District : **Frisco Independent School District (isd)**

Lowest Grade : **5th**

Highest Grade : **6th**

Kindergarten : **No**

School Enrollment :

Enrollment : **838**

Total Expenditure/Student :



## Nelson Middle

Distance **1.34 Miles**

10100 Independence Pkwy Frisco TX 75035

Telephone : **(469) 633-4100**

School District : **Frisco Independent School District (isd)**

Lowest Grade : **6th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **1131**

Total Expenditure/Student :

## High Schools

## Independence High School

Distance **1.45 Miles**

10555 Independence Pkwy Frisco TX 75035

Telephone : **(469) 633-5400**

School District : **Frisco Independent School District (isd)**

Lowest Grade : **9th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **1670**

Total Expenditure/Student :

Advanced Placement : **No**

## Heritage High School

Distance **1.82 Miles**

14040 Eldorado Pkwy Frisco TX 75035

Telephone : **(469) 633-5900**

School District : **Frisco Independent School District (isd)**

Lowest Grade : **9th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **2117**

Total Expenditure/Student :

Advanced Placement : **No**

## Liberty High School

Distance **1.99 Miles**

15250 Rolater Rd Frisco TX 75035

Telephone : **(469) 633-5800**

School District : **Frisco Independent School District (isd)**

Lowest Grade : **9th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **1730**

Total Expenditure/Student :

Advanced Placement : **No**

## Local Business

### Attractions / Recreation

Name	Address	Telephone	Distance (Miles)
Whitt Golf Llc	8213 Turtleback Ct Mckinney Tx	(713) 303-8237	0.17
Plano Garden Club	4001 S Custer Rd Mckinney Tx	(972) 529-1507	0.18
Davis Taekwondo America	3851 S Stonebridge Dr Ste Mckinney Tx	(214) 856-5885	0.39
Alicia Vasquez Team Incorporated	7808 Laughing Waters Trl Mckinney Tx	(469) 363-4657	0.47

### Banks / Financial

Name	Address	Telephone	Distance (Miles)
First Guaranty Bank	8951 Synergy Dr Ste 200 Mckinney Tx	(972) 562-1400	0.39
Waterstone Mortgage	3900 S Stonebridge Dr Ste Mckinney Tx	(972) 200-3253	0.5
Norstar Llc	8700 Stacy Rd Apt 8212 Mckinney Tx	(480) 284-1304	0.77
Landmark Bank, National Association	11811 Custer Rd Frisco Tx	(469) 634-0370	0.83

### Eating / Drinking

Name	Address	Telephone	Distance (Miles)
Soccer Recruiting Connections Plus, Llc	3900 Brush Creek Trl Mckinney Tx	(469) 343-2071	0.33
Bent Tree Deli Inc.	3605 Flying A Trl Mckinney Tx	(972) 208-8668	0.33
Sarah Halterman	3751 S Stonebridge Dr Ste Mckinney Tx	(469) 563-9471	0.34
Zen Sushi Grill	3751 S Stonebridge Dr Ste Mckinney Tx	(972) 547-1628	0.34

### Health Care Services

Name	Address	Telephone	Distance (Miles)
Rjh Rehab Services, Inc.	3617 Camino Trl Mckinney Tx	(972) 369-7063	0.04
Vitalfood Therapy Llc	3800 Blanco Creek Trl Mckinney Tx	(972) 467-4698	0.09
Tami Stone	8404 Hitching Trl Mckinney Tx	(214) 862-4322	0.21
Advanced Surgical First Assisting Llc	8008 Blue Hole Ct Mckinney Tx	(913) 226-0579	0.24

### Organizations / Associations

Name	Address	Telephone	Distance (Miles)
Rooted Community Church	10955 Custer Rd Frisco Tx	(214) 244-7652	0.49
Christ Cornerstone Koinonia, Inc	7709 Rancho De La Osa Trl Mckinney Tx	(972) 984-0723	0.49
Princess Promise, Inc.	3900 S Stonebridge Dr Ste Mckinney Tx	(214) 448-4754	0.5
Redeemer Presbyterian Church	7820 Silverado Trl Mckinney Tx	(972) 529-1502	0.65

### Personal Services

Name	Address	Telephone	Distance (Miles)
2perform Fitness	3851 S Stonebridge Dr Mckinney Tx	(972) 833-1269	0.38
Dept. Of Fitness	3608 Temecula Creek Trl Mckinney Tx	(972) 571-6505	0.51
Royal Feet	11477 Custer Rd Ste 106 Frisco Tx	(469) 388-1500	0.67
Texas Family Fitness Llc	11501 Custer Rd Frisco Tx	(972) 540-0200	0.71

### Shopping

Name	Address	Telephone	Distance (Miles)
Taste & Aroma Foods Llc	8613 Lupton Dr Mckinney Tx	(972) 372-4266	0.19
Jody Scarborough, Inc.	4408 Rancho Del Norte Trl Mckinney Tx	(469) 222-8871	0.58
Holistic Edible Provisions Llc	15966 Stone Creek Ln Frisco Tx	(214) 334-4928	0.62
Sanrupti Foods	11625 Custer Rd Frisco Tx	(469) 606-0299	0.71



# Neighbors

## 3616 CAMINO TRL

Distance **0.02 Miles**

Owner Name : **Yu Martin**

Subdivision : **Craig Ranch North Ph 11**

Sale Date : **05/08/2019**

Recording Date : **05/09/2019**

Total Value : **\$515,789**

Sale Price : **\$356,021.97**

Bed / Bath : **4 / 4**

Property Tax : **\$8,573.69**

Land Use : **Sfr**

Lot Acres : **0.19**

Stories : **2**

Living Area : **3,119**

Yr Blt / Eff Yr Blt : **2007 / 2007**

APN : **R-9224-00C-0010-1**

## 3604 CAMINO TRL

Distance **0.03 Miles**

Owner Name : **Toyota Housing Service Usa Inc**

Subdivision : **Craig Ranch North Ph 11**

Sale Date : **05/26/2017**

Recording Date : **06/01/2017**

Total Value : **\$454,398**

Property Tax : **\$7,553.22**

Bed / Bath : **3 / 2**

Lot Acres : **0.14**

Land Use : **Sfr**

Living Area : **2,154**

Stories : **1**

APN : **R-9224-00C-0040-1**

Yr Blt / Eff Yr Blt : **2007 / 2007**

## 3600 CAMINO TRL

Distance **0.03 Miles**

Owner Name : **Theis Lucemis**

Subdivision : **Craig Ranch North Ph 11**

Sale Date : **07/16/2007**

Recording Date : **07/19/2007**

Total Value : **\$555,777**

Sale Price : **\$274,879**

Bed / Bath : **5 / 3**

Property Tax : **\$9,238.39**

Land Use : **Sfr**

Lot Acres : **0.17**

Stories : **2**

Living Area : **3,276**

Yr Blt / Eff Yr Blt : **2007 / 2007**

APN : **R-9224-00C-0050-1**



# Neighbors

## 8616 LAUGHING WATERS TRL

Distance **0.05 Miles**

Owner Name : <b>Uchitel Dmitriy</b>	Subdivision : <b>Craig Ranch North Ph 11</b>
Sale Date : <b>07/20/2023</b>	Recording Date : <b>07/21/2023</b>
Total Value : <b>\$490,933</b>	Sale Price : <b>\$556,875</b>
Bed / Bath : <b>4 / 2</b>	Property Tax : <b>\$8,160.52</b>
Land Use : <b>Sfr</b>	Lot Acres : <b>0.19</b>
Stories : <b>1</b>	Living Area : <b>2,405</b>
Yr Blt / Eff Yr Blt : <b>2007 / 2007</b>	APN : <b>R-9224-00C-0120-1</b>

## 3605 CAMINO TRL

Distance **0.05 Miles**

Owner Name : <b>Zhang Weibiao</b>	Subdivision : <b>Craig Ranch North Ph 11</b>
Sale Date : <b>07/01/2014</b>	Recording Date : <b>07/03/2014</b>
Total Value : <b>\$493,458</b>	Sale Price : <b>\$215,625</b>
Bed / Bath : <b>3 / 3</b>	Property Tax : <b>\$8,202.49</b>
Land Use : <b>Sfr</b>	Lot Acres : <b>0.15</b>
Stories : <b>2</b>	Living Area : <b>2,690</b>
Yr Blt / Eff Yr Blt : <b>2007 / 2007</b>	APN : <b>R-9224-00A-0050-1</b>

## 8624 BOULDER RIVER TRL

Distance **0.05 Miles**

Owner Name : <b>Stevenson Marshall</b>	Subdivision : <b>Craig Ranch North Ph 11</b>
Sale Date : <b>09/14/2007</b>	Recording Date : <b>09/18/2007</b>
Total Value : <b>\$428,657</b>	Property Tax : <b>\$7,125.34</b>
Land Use : <b>Sfr</b>	Lot Acres : <b>0.22</b>
Stories : <b>1</b>	Living Area : <b>1,854</b>
Yr Blt / Eff Yr Blt : <b>2007 / 2007</b>	APN : <b>R-9224-00H-0230-1</b>

## 8620 BOULDER RIVER TRL

Distance **0.05 Miles**

Owner Name : <b>Liu Yue</b>	Subdivision : <b>Craig Ranch North Ph 11</b>
Sale Date : <b>09/22/2017</b>	Recording Date : <b>09/25/2017</b>
Total Value : <b>\$427,647</b>	Sale Price : <b>\$282,500</b>
Bed / Bath : <b>3 / 2</b>	Property Tax : <b>\$7,108.55</b>
Land Use : <b>Sfr</b>	Lot Acres : <b>0.19</b>
Stories : <b>1</b>	Living Area : <b>1,940</b>
Yr Blt / Eff Yr Blt : <b>2008 / 2008</b>	APN : <b>R-9224-00H-0220-1</b>



# Neighbors

## 3529 CAMINO TRL

Distance **0.08 Miles**

Owner Name : <b>Taylor Janae Elizabeth</b>	Recording Date : <b>04/09/2020</b>
Sale Date : <b>04/09/2020</b>	Sale Price : <b>\$298,750</b>
Total Value : <b>\$422,407</b>	Property Tax : <b>\$7,021.45</b>
Land Use : <b>Sfr</b>	Lot Acres : <b>0.15</b>
Stories : <b>1</b>	Living Area : <b>1,854</b>
Yr Blt / Eff Yr Blt : <b>2007 / 2007</b>	APN : <b>R-9224-00A-0090-1</b>
Subdivision : <b>Craig Ranch North Ph 11</b>	

## 8424 LOMA ALTA TRL

Distance **0.08 Miles**

Owner Name : <b>Xqc Property Llc</b>	Recording Date : <b>04/11/2006</b>
Sale Date : <b>04/03/2006</b>	Sale Price : <b>\$243,828</b>
Total Value : <b>\$548,000</b>	Property Tax : <b>\$9,109.11</b>
Land Use : <b>Sfr</b>	Lot Acres : <b>0.26</b>
Stories : <b>2</b>	Living Area : <b>3,248</b>
Yr Blt / Eff Yr Blt : <b>2005 / 2005</b>	APN : <b>R-8889-00G-0040-1</b>
Subdivision : <b>Craig Ranch North Ph 9</b>	

## 8600 BOULDER RIVER TRL

Distance **0.08 Miles**

Owner Name : <b>Smith Adam R</b>	Subdivision : <b>Craig Ranch North Ph 11</b>
Sale Date : <b>01/22/2014</b>	Recording Date : <b>01/27/2014</b>
Total Value : <b>\$486,119</b>	Sale Price : <b>\$281,250</b>
Bed / Bath : <b>3 / 3</b>	Property Tax : <b>\$8,080.50</b>
Land Use : <b>Sfr</b>	Lot Acres : <b>0.15</b>
Stories : <b>2</b>	Living Area : <b>3,056</b>
Yr Blt / Eff Yr Blt : <b>2007 / 2007</b>	APN : <b>R-9224-00H-0170-1</b>

# Demographics

Census Tract / block: 305.17 / 1 Year: 2020

## Household

Population		Population by Age	
Count:	10,914	0 - 11	
Estimate Current Year:	12,675	12 - 17	
Estimate in 5 Years:	23,053	18 - 24	4.8%
Growth Last 5 Years:	38.79%	25 - 64	57.17%
Growth Last 10 Years:	-18.51%	65 - 74	4.03%
		75+	
Household Size		Household Income	
Current Year:	3,890	0 - \$25,000	5.55%
Average Current Year:	2.81	\$25,000 - \$35,000	1.95%
Estimate in 5 Years:	7,637	\$35,000 - \$50,000	4.63%
Growth Last 5 Years:	43.32%	\$50,000 - \$75,000	12.72%
Growth Last 10 Years:	57.76%	\$75,000 - \$100,000	12.72%
Male Population:	52.01%	Above \$100,000	62.42%
Female Population:	47.99%	Average Household Income:	\$138,118
Married People:	62.54%		
Unmarried People:	37.46%		

## Housing

Median Mortgage Payments		Home Values	
Under \$300:	0.51%	Below \$100,000:	2.26%
\$300 - \$799:	2.44%	\$100,000 - \$150,000:	0%
\$800 - \$1,999:	21.97%	\$150,000 - \$200,000:	0.74%
Over \$2,000:	75.08%	\$200,000 - \$300,000:	6.22%
Median Home Value:	\$460,100	\$300,000 - \$500,000:	52.14%
Unit Occupied Owner:	55.81%	Above \$500,000:	38.65%
Median Mortgage:	\$1,645		



# Demographics

Rent Payments		Year Built	
Unit Occupied Renter:	44.19%	1999 - 2000	
Median Gross Rent:	\$1,807	1995 - 1998	
Less Than \$499	0%	1990 - 1994	
\$500 - \$749	0%	1980 - 1989	0%
\$750 - \$999	0%	1970 - 1979	0%
\$1000 and Over	100%	1900 - 1969	0%

## Education

Enrollment			
Public Pre-Primary School:	0.18%	Not Enrolled in School:	66.02%
Private Pre-Primary School:	2.79%	Not A High School Graduate:	3.31%
Public School:	29.06%	Graduate Of High School:	12.96%
Private School:	4.92%	Attended Some College:	13.39%
Public College:	4.15%	College Graduate:	49.06%
Private College:	0.64%	Graduate Degree:	21.29%

## Workforce

Occupation:			
Manager/Prof:	62.53%	Private Worker:	72.76%
Technical:		Government Worker:	5.65%
Sales:	18.72%	Self Employed Worker:	2.93%
Administrative:		Unpaid Family Worker:	2.61%
Private House Hold:		Farming:	3.91%
Service:	6.07%	Skilled:	
Protective Services:		Blue-Collar:	12.68%
Commute Time			
Less Than 15 Min:	9.19%		
15 min - 28 min:	39.55%		
30 min - 57 min:	39.96%		
Over 60 min:	11.3%		

County: COLLIN

## Violent Crime (Ratio)

### Assault

	County	State	Nation
Total:	1:135	1:69	1:87
Gun:	1:4,505	1:1,682	1:2,070
Knife:	1:4,316	1:1,732	1:2,402

### Homicide

	County	State	Nation
Total:	1:103,049	1:22,678	1:20,935
Manslaughter:	1:412,195	1:1,238,625	1:522,140

### Robbery

	County	State	Nation
Total:	1:2,130	1:857	1:878
Gun:	1:4,738	1:1,755	1:2,429
Knife:	1:30,533	1:10,617	1:12,854

## Non Violent Crime (Ratio)

### Burglary

	County	State	Nation
Total:	1:237	1:127	1:149
Forced Entry:	1:427	1:196	1:263
Non-Forcible:	1:594	1:402	1:463
Attempted:	1:5,251	1:3,605	1:2,450

### Motor Vehicle Theft

	County	State	Nation
Total:	1:902	1:400	1:408
Auto:	1:1,728	1:722	1:618
Truck/Bus:	1:3,220	1:1,209	1:3,019

FNT-GF#90008700763 WD  
#18-DW

20180116000061160 01/16/2018 03:18:42 PM D1 1/3

WARRANTY DEED WITH VENDOR'S LIEN

DECELL  
Loan #: 2027001553  
MIN: 100053601316329381  
PIN: R922400C01501

**NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS  
COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS:

THAT JERRY CLAYTON and TERRI LYNN CLAYTON (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 CRAIG STEVEN DECELL II AND STACY FLIPPIN DECELL, HUSBAND AND WIFE whose address is 8600 LAUGHING WATERS TRL, MCKINNEY, TX 75070-6138 (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 THREE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 Dollars (\$326,880.00), payable to the order of PRIMELENDING, A PLAINSCAPITAL COMPANY (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 their 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 ALLAN B. POLUNSKY, 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 Grantors' favor and by said Grantors assigned to the Beneficiary without recourse; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and

5876.17

Page 1 of 3



2027001563

CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

BEING LOT 16, IN BLOCK C, OF CRAIG RANCH NORTH PHASE 11, AN ADDITION TO THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN CABINET 2006, PAGE 725, OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS.

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 and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming 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".

Dated this the 11TH day of JANUARY, 2018.

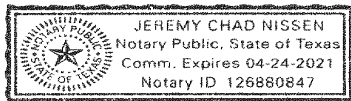
*Jerry Clayton* 1/11/2018  
- SELLER - JERRY CLAYTON - DATE -

*Terri Lynn Clayton* 1-11-18  
- SELLER - TERRI LYNN CLAYTON - DATE -

2027001563

THE STATE OF TEXAS:  
COUNTY OF Collin *Collin*

This instrument was acknowledged before me on 1-11-18, by JERRY CLAYTON and TERRI LYNN CLAYTON.



*J. Nissen*  
Notary Public, State of Texas:  
Notary's Name Printed: Jeremy Nissen

My Commission Expires: 4-24-21

Return To:  
8600 LAUGHING WATERS TRL  
MCKINNEY, TX 75070-6138



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
01/16/2018 03:18:42 PM  
S34.00 SCAPELA  
20180116000061160

*Stacey Kemp*

00200107

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**CONTRACT FOR IMPROVEMENTS  
WITH  
DEED OF TRUST AND POWER OF SALE**

**RECORDATION REQUESTED BY:**

FROST BANK  
DENTON  
P.O. BOX 1600  
SAN ANTONIO, TX 78296

**WHEN RECORDED MAIL TO:**

Frost Bank  
Attention: Retail Loan Origination  
3838 Rogers Road, One Frost South 3  
San Antonio, TX 78251

**SEND TAX NOTICES TO:**

Craig Steven Decell II  
Stacy Filppin Decell  
8600 Laughing Waters Trl  
McKinney, TX 75070

73755410-9001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**THIS CONTRACT FOR IMPROVEMENTS is dated 11-18-2022, between Craig Steven Decell II, whose address is 8600 Laughing Waters Trl, McKinney, TX 75070 and Stacy Filppin Decell, whose address is 8600 Laughing Waters Trl, McKinney, TX 75070 (referred to below sometimes as "Grantor" and sometimes as "Owner"); FROST BANK, whose address is DENTON, P.O. BOX 1600, SAN ANTONIO, TX 78296 (referred to below sometimes as "Beneficiary"); and Splash Pad Pool Builder whose address is 5593 TX276 SUITE 104, ROYSE CITY, TX 75189 (referred to below as "Contractor").**

**CONTRACT FOR IMPROVEMENTS**

**CONSTRUCTION OF IMPROVEMENTS.** Contractor agrees to furnish and to pay for all labor and materials needed to construct the Improvements in a good and workmanlike manner, according to the plans and specifications agreed upon by Owner and Contractor and approved by Beneficiary, on the following terms and conditions:

**Description of the Improvements.** The word "Improvements" as used in this Contract for Improvements means the construction and completion of all improvements contemplated by this Contract, including all work necessary to make the Property usable and complete for the intended purposes. The Improvements include the following labor and materials:

**Labor and materials to be used in the construction of a single family residence in accordance with approved plans and specifications.**

**Contract Price.** Owner agrees to pay, or cause to be paid, to Contractor the sum of **One Hundred Thirty-eight Thousand Six Hundred Fifty & 00/100 Dollars (\$138,650.00)** to be advanced by Lender to Contractor at the request and for the benefit of Owner as consideration for the construction of the Improvements.

**Note Payable to Lender.** In consideration of the advance of the Contract price, Owner has executed and delivered to Lender the Note in the amount of **One Hundred Thirty-eight Thousand Six Hundred Fifty & 00/100 Dollars (\$138,650.00)**.

**No Work Commenced.** This Contract is executed, acknowledged and delivered before any labor has been performed and before any material has been furnished for the construction of the Improvements.

**Alteration and Extras.** No alterations shall be made in the work shown or described by the plans and specifications, nor shall any extra work or materials be charged or paid for, unless a separate estimate for such extra work is submitted in writing by Contractor to Owner and agreed to in writing by them before the extra work is started. The additional amount to be paid for all extra work and materials so agreed to and so furnished shall be a part of the Indebtedness secured by the lien created by this Contract. Beneficiary, at its option and subject to the execution of such additional loan documents as Beneficiary may require, may advance all or part of such additional amount. If Beneficiary elects not to advance such additional amount, Owner shall pay Contractor in cash upon completion of such extra work, and Contractor shall have a lien on the Property for the payment of such amount, which lien Contractor agrees shall be subordinate to the lien retained and transferred to Beneficiary in this Contract. All extra work done or material furnished without such agreement shall be considered as performed under the original Contract and no extra pay shall be demanded or allowed. To the extent any conflict should

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**CONTRACT FOR IMPROVEMENTS  
(Continued)**

Page 2

arise between the terms and provisions of this Contract and the terms and provisions of any other agreement between Owner and Contractor, the terms and provisions of this Contract shall prevail.

**Completion by Contractor, but not Lender.** Contractor shall be obligated to complete the Improvements in accordance with this Contract. Under no circumstances shall Beneficiary be responsible for the completion of the Improvements, nor shall Beneficiary for any reason whatsoever be considered as a guarantor or surety of Contractor's performance of this Contract. Contractor agrees to purchase and maintain until completion of the Improvements builder's risk insurance coverage in the amount of One Hundred Thirty-eight Thousand Six Hundred Fifty & 00/100, or such lesser amount as may be agreed to by Beneficiary in writing, naming both Owner and Beneficiary as additional Insureds.

**Partial Lien.** In the event the Improvements are not completed by Contractor according to the plans and specifications and, for whatever reason, it is determined that Lender does not have a lien on the Property to the extent of the full amount of the Contract price, then Lender shall have a valid lien for the contract price, less the amount reasonably necessary to complete the Improvements according to the plans and specifications. In the alternative, Lender shall have the right, at its option, to complete the Improvements at Contractor's expense, and Lender's lien shall be valid for the full Contract price.

**THREE DAY RESCISSION.** Owner may rescind this Contract without penalty or charge within three days after the execution of this Contract by all parties. However, this right of rescission will not apply if the work and materials are necessary to complete immediate repairs on the homestead property that materially affect the health and safety of the Owner or person residing in the homestead and Owner acknowledges such necessity in writing.

**LENDER'S LIEN RIGHTS.** The following provisions relate to the creation and grant of the lien on the Property to Contractor and the subsequent transfer of Contractor's rights to Lender.

**Lien to Secure Note.** To secure the payment of the amounts to be advanced to Contractor by Lender at the request of Owner, as evidenced by the Note, and the interest payable to Lender, Owner gives and grants to Contractor, and Contractor assigns to Lender, a mechanic's and materialmen's lien on the Property. The Note shall also be secured by the Deed of Trust set forth below.

**Transfer of Lien.** Contractor transfers and assigns to Lender, and to Lender's successors and assigns, all of Contractor's rights in this Contract, including without limitation Contractor's lien on the Property, and Lender is subrogated to all the rights and equities of Contractor.

**Existing Indebtedness.** The following provisions concerning Existing Indebtedness are a part of this Contract:

**Existing Lien.** The lien of this Contract securing the indebtedness shall be subordinate to the lien securing payment of an existing obligation to Freedom Mortgage, CURRENT LIEN HOLDER described as: Mortgage loan, originally payable to NORTH AMERICAN SAVINGS BANK FSB, dated MAY 4, 2020 and recorded under Document No. 20200618000919170, Official public records of COLLIN County, Texas. The existing obligation has a current principal balance of approximately \$308,399.27 and is in the original principal amount of \$324,234.00. Owner expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the Instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Owner shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Contract by which that agreement is modified, amended, extended, or renewed without the prior written consent of Beneficiary. Owner shall neither request nor accept any future advances under any such security agreement without the prior written consent of Beneficiary.

**DEED OF TRUST AND POWER OF SALE**

**GRANT OF DEED.** To enforce the lien and further to secure payment of the Indebtedness, Owner conveys the Property to Trustee, in trust, with power of sale, for the benefit of Beneficiary ("Lender"), as beneficiary, and warrants and agrees to defend the title to the Property. This Contract is given on the following terms and conditions:

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Collin County, State of Texas:

BEING LOT 16, IN BLOCK C, OF CRAIG RANCH NORTH PHASE 11, AN ADDITION TO THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN CABINET 2006, PAGE 725, OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS.

The Real Property or its address is commonly known as 8600 Laughing Waters Trl, McKinney, TX 75070. The words "Real Property" also include all existing and future buildings, structures, facilities, additions and similar construction on the real property.

**CONSTRUCTION MORTGAGE.** This Contract is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Texas.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Owner agree that Borrower's and Owner's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Owner may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Owner shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance, Waste.** Owner shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Owner will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Beneficiary's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Owner and of which Owner has informed Beneficiary in writing prior to Owner's signing of this Contract.

**Removal of Improvements.** Owner shall not demolish or remove any Improvements from the Real Property without Beneficiary's prior

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**CONTRACT FOR IMPROVEMENTS  
(Continued)**

Page 3

written consent. As a condition to the removal of any Improvements, Beneficiary may require Owner to make arrangements satisfactory to Beneficiary to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Beneficiary and Beneficiary's agents and representatives may enter upon the Real Property at all reasonable times to attend to Beneficiary's interests and to inspect the Real Property for purposes of Owner's compliance with the terms and conditions of this Contract.

**Compliance with Governmental Requirements.** Owner shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Owner may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Owner has notified Beneficiary in writing prior to doing so and so long as, in Beneficiary's sole opinion, Beneficiary's interests in the Property are not jeopardized. Beneficiary may require Owner to post adequate security or a surety bond, reasonably satisfactory to Beneficiary, to protect Beneficiary's interest.

**Compliance With Environmental Laws.** Owner represents and warrants to Beneficiary that: (1) During the period of Owner's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Owner has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Beneficiary in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Beneficiary in writing, (a) neither Owner nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Owner authorizes Beneficiary and its agents to enter upon the Property to make such inspections and tests, at Owner's expense, as Beneficiary may deem appropriate to determine compliance of the Property with this section of the Contract. Any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Owner or to any other person. The representations and warranties contained herein are based on Owner's due diligence in investigating the Property for Hazardous Substances. Owner hereby (1) releases and waives any future claims against Beneficiary for indemnity or contribution in the event Owner becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Beneficiary against any and all claims, losses, liabilities, damages, penalties, and expenses which Beneficiary may directly or indirectly sustain or suffer resulting from a breach of this section of the Contract or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Owner's ownership or interest in the Property, whether or not the same was or should have been known to Owner. The provisions of this section of the Contract, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Contract and shall not be affected by Beneficiary's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Duty to Protect.** Owner agrees neither to abandon nor leave unattended the Property. Owner shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are necessary to protect and preserve the Property.

**PERFORMANCE.** If Owner performs all of Owner's covenants contained in this Contract and pays the Indebtedness according to its terms, Beneficiary shall release its interest in the lien created by this Contract.

**DISBURSEMENTS BY LENDER.** If Lender shall pay any money chargeable to Owner under this Contract, Owner shall pay the same to Lender in accordance with the terms of the Note. The amount of each such payment shall be added to the Indebtedness, and shall be secured under this Contract and by subrogation to all the rights of the person receiving such payment, including subrogation to all valid lien rights in the Property or any part of the Property. Notwithstanding any of the provisions of this Contract to the contrary, it is intended that this Contract and all charges under this Contract shall be limited by and construed so as to conform to and to comply fully with the applicable provisions of the Texas Finance Code.

**DUE ON SALE - CONSENT BY BENEFICIARY.** Beneficiary may, at Beneficiary's option, declare immediately due and payable all sums secured by this Contract upon the sale or transfer, without Beneficiary's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Beneficiary if such exercise is prohibited by federal law or by Texas law. If Beneficiary exercises this option, Beneficiary shall give Owner notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Owner must pay the unpaid principal and unpaid earned interest secured by this Contract. If Owner fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Contract without further notice or demand on Owner.

**INSURANCE. OWNER SHALL, AT ALL TIMES UNTIL THE INDEBTEDNESS IS PAID IN FULL, KEEP ALL INSURABLE Property INSURED AGAINST FIRE, INCLUDING EXTENDED COVERAGE AND SUCH OTHER RISKS AS LENDER MAY REQUIRE,** such insurance to be written in amount and form acceptable to Beneficiary, and by insurance companies authorized to transact business in Texas, with loss made payable to Beneficiary by standard mortgagee's clauses, providing written notice to Beneficiary at least ten (10) days prior written notice to Beneficiary of cancellation thereof, and shall deliver the policies of insurance to Beneficiary promptly as issued. If Owner fails to procure such insurance, Beneficiary may at its option procure such insurance at Owner's expense. All renewal and substitute policies of insurance shall be delivered at the office of Beneficiary, premiums paid, at least fifteen (15) days before termination of policies theretofore delivered to Beneficiary. Beneficiary, at its option, shall be entitled to receive and retain the proceeds of the insurance policies, whether paid by reason of loss, return of premiums or otherwise, applying the same upon the Indebtedness in such order or manner as Beneficiary may direct. If any loss shall occur at any time when Owner shall be in default under this Contract, Beneficiary shall be entitled to the benefit of all insurance held by or for any Owner, to the same extent as if it had been made payable to Beneficiary. Should the Property at any time be deemed to be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Owner must obtain and maintain flood insurance, if available, within 45 days after notice is given by Beneficiary that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood

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**CONTRACT FOR IMPROVEMENTS  
(Continued)**

Page 4

Insurance Program, or as otherwise required by Beneficiary, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Beneficiary in its sole discretion and permitted by applicable federal flood insurance statutes and regulations. **OWNER MAY FURNISH THE INSURANCE REQUIRED BY THIS CONTRACT WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY OWNER OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.**

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Contract:

**Payment.** Owner shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Owner shall maintain the Property free of all liens having priority over or equal to the interest of Beneficiary under this Contract, except for the lien of taxes and assessments not due, except for the existing indebtedness referred to below, and except as otherwise provided in this Contract.

**Right To Contest.** Owner may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Beneficiary's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Owner shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Owner has notice of the filing, secure the discharge of the lien, or if requested by Beneficiary, deposit with Beneficiary cash or a sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien plus any costs and Beneficiary's reasonable attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Owner shall defend itself and Beneficiary and shall satisfy any adverse judgment before enforcement against the Property. Owner shall name Beneficiary as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Owner shall upon demand furnish to Beneficiary satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the Property.

**EXPENDITURES BY LENDER.** If not discharged or paid when due, Beneficiary may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Owner under this Contract, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Beneficiary also may (but shall not be obligated to) pay all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Beneficiary for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Beneficiary to the date of repayment by Owner. All such expenses shall become a part of the Indebtedness and, at Beneficiary's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Contract also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Beneficiary may be entitled upon the occurrence of an Event of Default. Notwithstanding the foregoing, any amounts added to the principal balance of the Note for insurance premiums paid by Beneficiary shall bear interest at the pre-maturity rate.

**WARRANTY; DEFENSE OF TITLE.** Owner warrants that Owner holds marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in any policy of title insurance issued in favor of, and accepted by, Beneficiary in connection with this Contract. In the event any action or proceeding is commenced that questions Owner's title or the interest of Trustee or Beneficiary under this Contract, Owner shall defend the action at Owner's expense. Owner may be the nominal party in such proceeding, but Beneficiary shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Owner will deliver, or cause to be delivered, to Beneficiary such Instruments as may be requested by it from time to time to permit such participation.

**CONDEMNATION.** The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Contract:

**Application of Net Proceeds.** To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Beneficiary, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Beneficiary may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Beneficiary in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Owner shall promptly notify Beneficiary in writing, and Owner shall promptly take such steps as may be necessary to defend the action and obtain the award. Owner may be the nominal party in such proceeding, but Beneficiary shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Owner will deliver or cause to be delivered to Beneficiary such instruments and documentation as may be requested by Beneficiary from time to time to permit such participation.

**DEFAULT.** At Beneficiary's option, Owner will be in default under this Contract if any of the following happen:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Break Other Promises.** Borrower or Owner breaks any promise made to Beneficiary or fails to perform promptly at the time and strictly in the manner provided in this Contract or in any agreement related to this Contract.

**False Statements.** Any representation or statement made or furnished to Beneficiary by Borrower or Owner or on Borrower's or Owner's behalf under this Contract or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Contract or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Owner, insolvency, appointment of a receiver for any part of Owner's property, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner.

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**CONTRACT FOR IMPROVEMENTS  
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**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Owner's property in which Beneficiary has a lien. This includes taking of, garnishing of or levying on Borrower's or Owner's accounts with Beneficiary. However, if Borrower or Owner disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Owner gives Beneficiary written notice of the claim and furnishes Beneficiary with monies or a surety bond satisfactory to Beneficiary to satisfy the claim, then this default provision will not apply.

**Existing Indebtedness.** The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

**Events Affecting Guarantor.** Any of the preceding events occur with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or such guarantor, endorser, surety, or accommodation party dies or becomes incompetent, unless the obligations arising under the guaranty and related agreements have been unconditionally assumed by the guarantor's estate in a manner satisfactory to Beneficiary.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Beneficiary, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate indebtedness.** Beneficiary shall have the right at its option without notice to Borrower or Owner to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

**Foreclosure.** If Beneficiary invokes the power of sale, Trustee, at the request of Beneficiary, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after Beneficiary or its agent has given notice of the time, place, and terms of sale and of the property to be sold as required by the Texas Property Code, as then amended.

**UCC Remedies.** With respect to all or any part of the Personal Property, Beneficiary shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** As additional security for the payment of the Indebtedness, Owner hereby assigns to Beneficiary all Rents as defined in the Definitions section of this Contract. Beneficiary shall have the right at any time, and even though no Event of Default shall have occurred under this Contract, to collect and receive the Rents. Beneficiary shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Owner may rent or lease the Property. Beneficiary shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Beneficiary shall be accountable only for Rents actually received. Beneficiary neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Any Rents so received shall be applied by Beneficiary first to the remaining unpaid balance of the Indebtedness, in such order or manner as Beneficiary shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

**Substitute Trustee.** Beneficiary, at Beneficiary's option, from time to time, and more than once, may appoint in writing a successor or substitute trustee, with or without cause, including the resignation, absence, death, inability, refusal or failure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Contract. The successor or substitute trustee shall then succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on Beneficiary's behalf by the President, any Vice President, Secretary, or Cashier of Beneficiary.

**Appoint Receiver.** Beneficiary shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Owner remains in possession of the Property after the Property is sold as provided above or Beneficiary otherwise becomes entitled to possession of the Property upon default of Borrower or Owner, Owner shall become a tenant at sufferance of Beneficiary or the purchaser of the Property and shall, at Beneficiary's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Beneficiary, or (3) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Owner expressly waives all damages sustained by reason thereof.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Owner hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Beneficiary shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Beneficiary shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Owner, subject to prior liens and to other exceptions to conveyance and warranty.

**Proceeds.** Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Beneficiary the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Owner, and (d) the balance, if any, to Owner.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Beneficiary to choose any one remedy will not bar Beneficiary from using any other remedy. If Beneficiary decides to spend money or to perform any of Owner's obligations under this Contract, after Owner's failure to do so, that decision by Beneficiary will not affect Beneficiary's right to declare Owner in default and to exercise Beneficiary's remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Contract:

**Amendments.** What is written in this Contract and in the Related Documents is Owner's entire agreement with Beneficiary concerning the

**CONTRACT FOR IMPROVEMENTS  
(Continued)**

Page 6

matters covered by this Contract. To be effective, any change or amendment to this Contract must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Attorneys' Fees; Expenses.** If the Indebtedness secured by this Contract is referred for collection after default to an attorney who is not Beneficiary's salaried employee, Owner will pay all amounts Beneficiary actually incurs as court costs and Beneficiary's reasonable attorneys' fees. If Beneficiary forecloses on any Property, Owner agrees to pay any reasonable fees or charges paid to any Trustee in connection with this Contract, including without limitation fees for enforcing the lien, posting for sale, selling, or releasing the Property.

**Caption Headings.** Caption headings in this Contract are for convenience purposes only and are not to be used to interpret or define the provisions of this Contract.

**Merger.** There shall be no merger of the interest or estate created by this Contract with any other interest or estate in the Property at any time held by or for the benefit of Beneficiary in any capacity, without the written consent of Beneficiary.

**Joint and Several Liability.** All obligations of Borrower and Owner under this Contract shall be joint and several, and all references to Owner shall mean each and every Owner, and all references to Borrower shall mean each and every Borrower. This means that each Owner signing below is responsible for all obligations in this Contract.

**Governing Law.** This Contract will be governed by federal law applicable to Beneficiary and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Contract has been accepted by Beneficiary in the State of Texas.

**No Waiver by Beneficiary.** Owner understands Beneficiary will not give up any of Beneficiary's rights under this Contract unless Beneficiary does so in writing. The fact that Beneficiary delays or omits to exercise any right will not mean that Beneficiary has given up that right. If Beneficiary does agree in writing to give up one of Beneficiary's rights, that does not mean Owner will not have to comply with the other provisions of this Contract. Owner also understands that if Beneficiary does consent to a request, that does not mean that Owner will not have to get Beneficiary's consent again if the situation happens again. Owner further understands that just because Beneficiary consents to one or more of Owner's requests, that does not mean Beneficiary will be required to consent to any of Owner's future requests. Owner waives presentment, demand for payment, protest, notice of dishonor, notice of intent to accelerate, and notice of acceleration.

**Notices.** Any notice required to be given under this Contract shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Contract. Any person may change his or her address for notices under this Contract by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Owner agrees to keep Beneficiary informed at all times of Owner's current address. Unless otherwise provided or required by law, if there is more than one Owner, any notice given by Beneficiary to any Owner is deemed to be notice given to all Owners. It will be Owner's responsibility to tell the others of the notice from Beneficiary.

**Payment of Interest and Fees.** No matter what else may be stated in any other provision of this Contract or in any other document Owner may have with Beneficiary, Owner does not agree or intend to pay, and Beneficiary does not agree or intend to charge any interest or fee for the indebtedness which would in any way cause Beneficiary to contract for, charge or collect more for the indebtedness than the maximum Beneficiary would be permitted to charge or collect by any applicable federal or Texas state law. Any such excess interest or unauthorized fee will be applied first to reduce the unpaid principal balance of the indebtedness, and when the principal has been paid in full, be refunded to Owner.

**Severability.** If a court finds that any provision of this Contract is not valid or should not be enforced, that fact by itself will not mean that the rest of this Contract will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Contract even if a provision of this Contract may be found to be invalid or unenforceable.

**Successors and Assigns.** Subject to any limitations stated in this Contract on transfer of Owner's interest, this Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Owner, Beneficiary, without notice to Owner, may deal with Owner's successors with reference to this Contract and the Indebtedness by way of forbearance or extension without releasing Owner from the obligations of this Contract or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Contract.

**DEFINITIONS.** The following words shall have the following meanings when used in this Contract:

**Beneficiary.** The word "Beneficiary" means FROST BANK, and its successors and assigns.

**Borrower.** The word "Borrower" means Craig Decell II and Stacy Decell and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Contract.** The word "Contract" means this Contract for Improvements with Deed of Trust and Power of Sale, as this Contract for Improvements with Deed of Trust and Power of Sale may be amended or modified from time to time, together with all exhibits and schedules attached to this Contract for Improvements with Deed of Trust and Power of Sale from time to time.

**Contractor.** The word "Contractor" means Splash Pad Pool Builder.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Contract in the default section of this Contract.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Contract.

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**CONTRACT FOR IMPROVEMENTS  
(Continued)**

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**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** For the purposes of the provisions following the "Contract for Improvements" heading and preceding the "Deed of Trust and Power of Sale" heading, the word "Improvements" has the meaning provided in the "Construction of Improvements" paragraph. For the purposes of the provisions following the "Deed of Trust and Power of Sale" heading, the word "Improvements" means all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and to the extent permitted by Texas law, any amounts expended or advanced by Beneficiary to discharge Owner's obligations or expenses incurred by Beneficiary to enforce Owner's obligations under this Contract, together with interest on such amounts as provided in this Contract.

**Note.** The word "Note" means the promissory note dated November 18, 2022, **in the original principal amount of \$138,650.00** from Borrower to Beneficiary, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Owner.** The word "Owner" means Craig Steven Decell II and Stacy Flippin Decell and any and all persons and entities executing this Contract, including without limitation all Borrowers and Owners named above. Any Owner who signs this Contract, but does not sign the Note, is signing this Contract only to grant and convey that Owner's interest in the Real Property and to grant a security interest in Owner's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Owner, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Contract.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness. The words "Related Documents" also mean and include any and all construction contracts between Owner and Contractor together with any and all subcontracts relating to the Improvements.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property. The word "Rents" shall also mean all "Rents" as defined in Chapter 64 of the Texas Property Code.

**Trustee.** The word "Trustee" means Dan J. Guarino, whose address is P. O. Box 1600, San Antonio, TX 78296, and any substitute or successor trustees.

**THIS DOCUMENT IS EXECUTED ON 11-18-2022.**

**THE OWNERS ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT WITH ALL BLANKS COMPLETED.**

For the purposes of the following disclosure, "you" and "your" mean Owner:

**IMPORTANT NOTICE:** You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

CONTRACT FOR IMPROVEMENTS  
(Continued)

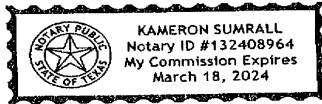
OWNER:  
X [Signature]  
Craig Steven Decell II, Individually  
CONTRACTOR:

X [Signature]  
Stacy Flippin Decell, Individually

SPLASH PAD POOL BUILDER  
By: [Signature]  
Authorized Signer for Splash Pad Pool Builder  
Chris Taylor

INDIVIDUAL ACKNOWLEDGMENT

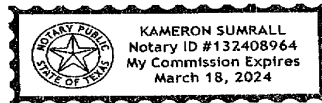
STATE OF TEXAS )  
COUNTY OF DALLAS ) SS



This instrument was acknowledged before me on November 18th, 20 22 by Craig Steven Decell II.  
[Signature]  
Notary Public, State of Texas

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS



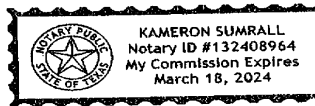
This instrument was acknowledged before me on November 18th, 20 22 by Stacy Flippin Decell.  
[Signature]  
Notary Public, State of Texas

CONTRACT FOR IMPROVEMENTS  
(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF DALLAS

)  
) SS  
)



This instrument was acknowledged before me on November 12<sup>th</sup>, 2022 by Christopher Tucker  
person representing of Splash Pad Pool Builder a TXAS corporation, on behalf of said corporation.

Kameron Sumrall  
Notary Public, State of Texas

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: FROST BANK

NMLSR ID: 431208

Individual: Shelly Chaney Long

NMLSR ID: 1062880

LaserPro, Ver. 22.2.10.018

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**Collin County**  
**Honorable Stacey Kemp**  
**Collin County Clerk**

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**Instrument Number:** 2022000171318

eRecording - Real Property  
MECHANICS LIEN & AFFIDAVIT

Recorded On: December 01, 2022 09:28 AM

Number of Pages: 10

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**" Examined and Charged as Follows: "**

Total Recording: \$58.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*  
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2022000171318  
Receipt Number: 20221201000041  
Recorded Date/Time: December 01, 2022 09:28 AM  
User: Shannon C  
Station: Station 7

**Record and Return To:**

Simplifile



**STATE OF TEXAS**  
**COUNTY OF COLLIN**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp  
Collin County Clerk  
Collin County, TX