

CAUSE NO. 202238894

EPIPHANY PROPERTIES, LLC,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
LISA MARIE HALL-WOODS,	§	
DIANE HALL DENT, LEROY BOYD,	§	
SR., ARLENE FERN HALL NASSER,	§	
ANITA R. HALL-HERRING, KELITA	§	
T. BOYD, JONATHAN BOYD, JR.,	§	
ANNETTE HALL AKA ANNETTE	§	
HALL-HULLETT, AND DEUTSCHE	§	
BANK NATIONAL TRUST COMPANY,	§	
AS TRUSTEE, IN TRUST FOR	§	
REGISTERED HOLDERS OF LONG	§	
BEACH MORTGAGE LOAN TRUST	§	
2005-WL3, ASSET-BACKED	§	
CERTIFICATES, SERIES 2005-WL3,	§	
	§	
Defendants.	§	127th JUDICIAL DISTRICT

AGREED ORDER APPOINTING RECEIVER

The Court considered Plaintiff's Application for Appointment of Receiver under Texas Civil Practices & Remedies Code 64 ("Application") filed by Plaintiff Epiphany Properties, LLC ("Plaintiff" or "Movant" herein). Based on the entire record, including the Application and evidence attached that is admitted in support of the Application, the Court finds that the Application should be granted:

IT IS ORDERED that: The Application is GRANTED;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Howard Marc Spector ("Receiver" herein), a citizen of Texas and not a party or attorney in this matter, is appointed as receiver for the following real property known as 8506 Clarewood, Houston, Texas 77036 and more specifically described as Lot 7 in Block 25 of Sharpstown County Club Estates, Section 3, A Subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 96, Page 6 of the Map Records of Harris County, Texas (the "Property"), which shall be partitioned

according to law and equity by sale of the Property, which is a single family residence and unable to be partitioned in kind.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the entry of this Order creates a receivership estate in the Property, which is held in custodia legis of the Court.

The Court finds that good cause exists allowing this Receiver to be exempt from the e-filing requirements.

Upon notice of the filing of the Receiver's Oath, the Court hereby RATIFIES AND CONFIRMS, the appointment of Howard Marc Spector as Receiver for that certain Property described above; AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property is declared "IN CUSTODIA LEGIS"; legal title hereto is placed in the Court through its Receiver, pending further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the requested receivership shall last only until March 20, 2023 at which time it shall terminate automatically;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the Property is sold via the receivership, Defendant Deutsche Bank National Trust Company, As Trustee ("Trustee"), shall receive the full amount of the contractual balance due to Trustee or its assigns under the mortgage Loan on the Property at the time of the payoff from the proceeds of any sale;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED The Receiver's fees for any receivership established in this Action shall not come out of or be deducted from the payoff made to Trustee; and no sale of the Property shall be contracted for or effectuated under the intended receivership or otherwise, unless the net proceeds from any such sale are sufficient to completely satisfy the balance due under the Loan at the time the payoff of the Loan is made;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any prior "listing agreements", or contracts to sell the Receivership Property, not executed by the Court's Receiver, are terminated and cancelled.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Receiver's bond is set at \$100.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Applicant's bond is set at \$100.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Receiver is hereby constituted and appointed as attorney in fact, coupled with an interest, for the owners of the Property ("owners") to: (a) execute and deliver any and all documents necessary or helpful to the performance of the Receiver's duties as more fully set forth herein; (b) sign on behalf of owners any such documents; (c) sign on behalf of owners any invoices or contracts necessary or helpful to the performance of his activities provided for herein; (d) initiate, defend, make, settle, and/or adjust all lawsuits and claims relating to policies of insurance owned by owners and make all determinations and decisions with respect to such policies of insurance, and notify any and all insurers under any such policies of insurance that any proceeds paid thereunder shall be paid to the Receiver until such time as such insurance carriers are advised to the contrary by this Court or until such insurance carriers receive a certificate issued by the Clerk of this Court evidencing a dismissal of this action; (e) institute, defend, settle and/or adjust disputes and claims respecting the Property, for amounts and upon terms that the Receiver determines to be reasonable; and (f) pay prior obligations relating to the Property, if such payments are deemed by the Receiver to be necessary or advisable.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in regard to the Receivership property and in addition to any other powers and authority granted by law or other order of this Court, Receiver, shall have the power, right, privilege and authority to:

1. communicate, orally or in writing, and otherwise deal directly with the Parties; request and receive data, documents, and information from the Parties, or directly from their attorneys, mortgagee(s), federal or other loan guarantor, credit agency or other financial institution, insurance carrier or agent, regarding mortgages, loans (including the payments, balances, escrow/impound amounts, principal and interest, arrearage, financial, credit, payoff, taxes, insurance carrier, agent & policy identification and amount, and related information concerning the Receivership property;

2. take constructive (or actual if necessary) possession of said Property to manage, control, rent, lease, repair or cause repairs to be performed thereupon;

3. list, terminate, cancel and execute listing agreement(s) (including extensions, modifications, cancellations and terminations thereof) with such real estate licensee (agent, broker or Realtor), agent or attorney as he may deem necessary, and; to advertise, display, "show", tour, authorize and conduct "open house" and place and all lawful signs and utilize such other media as he may deem appropriate, directly or through an agent, attorney, real estate licensee (agent, broker, or realtor), as he may deem necessary to carry out the orders of this Court;

4. initiate and execute any and all insurance claim instruments, contracts, documents, or releases and to request, collect, receive, receipt for, hold or deposit any and all insurance proceeds, and policy refunds/overpayment, mortgagee escrow or impound account funds, PMI insurance refunds, rental or lease funds, in Receiver's name along or as Receiver for the Parties, from whatever source. Any mortgage holder, mortgage servicer, insurance carrier, agent, or adjuster is authorized and directed to make such payments via check to the Receiver; and Receiver is authorized to negotiate the same and to hold or expend the same for repairs, taxes, insurance or mortgage payments as the Receiver determines necessary, to "sell" the Property and carry out the orders of the Court;

5. determine the "fair market value" through market analysis, comparable listings, or appraisals (at his option), negotiate selling price, fees, commissions, referrals, inspections, treatments, surveys and those services which may be required to obtain the "best sale price", by a purchaser, lender or agency of the State or federal government, including mortgage, tax, insurance and escrow payments, deferments, reductions or "short" pay-off;

6. negotiate terms, conditions, and offers of purchase with any prospective purchaser, including "equity purchase offers" from a Party, agent, attorney, real estate licensee (agent, broker, or realtor), as he may deem necessary to carry out the orders of this Court; counter-offer or decline "unreasonable" offers prior to presentation of "reasonable" offers to the Court for final approval;

7. sell, convey title, and execute all instruments and documents necessary to convey and transfer ownership of said Property to purchasers prior to and upon approval of the earnest money contract, contract of sale or sales agreement by this Court, and to collect, hold or direct the disbursement of the proceeds of any sale through any lending institution, title company or escrow agency, to request, collect and receive any and all insurance claim payments, policy refunds, overpayment, escrow or impound account refunds, from whatever source (insurance carrier/agent or mortgagee) lawfully and in accordance with the orders of this Court;

8. seek enforcement of this Order through contempt proceedings or any other means, including, but not limited to orders to vacate, in the event any party (owner or occupant) fails to cooperate with the Receiver in the exercise of this Order;

9. to seek injunctive relief when necessary to protect and preserve the Property;

10. act as the "Owner", and holder of "legal title" for the purposes enumerated in paragraphs numbered 1 through 9 above, and to carry out the orders of this Court; and

11. employ other professional who in the sole discretion of the receiver are necessary to carry out the purpose and duties of this receivership, including Receiver may authorize the employment of Jason A. LeBoeuf and/or appropriate special counsel, without further order of the Court, to pursue the necessary claims to recover the Property that is the basis of the lawsuit.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk shall issue 4 certified copies of this Order for the Receiver's use and a conformed copy of this order to each attorney of record. The Court denies all relief not expressly granted.

SIGNED on this the _____ day of _____, 2023.

PRESIDING JUDGE

APPROVED AS TO FORM:

/s/ Jason A. LeBoeuf
Jason A. LeBoeuf
Texas Bar Number 24032662
ATTORNEY FOR PLAINTIFF

/s/ Michael F. Hord, Jr.
Michael F. Hord, Jr.
Texas Bar No. 00784294
ATTORNEY FOR DEFENDANT DEUTSCHE BANK

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Jason LeBoeuf on behalf of Jason LeBoeuf
Bar No. 24032662
jason@leboeufllawfirm.com
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Status as of 1/19/2023 3:22 PM CST

Case Contacts

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