

**"DEPOSIT FOR COSTS NOT COMPLIED WITH"**

MISC. DOCKET NO. DC-24-02281

**FILED**  
24 FEB 13 PM 2: 22

In Re: A Purported Lien or Claim

Against TIMOTHY B. COX ZP-1 Investments, LLC  
(Name of Purported Debtor)

**I-162nd**

In the B-44TH Judicial District Court, DALLAS CO., TEXAS  
**Fernando Soto**

FELICIA PITRE  
DISTRICT CLERK  
DALLAS CO., TEXAS

In and For Dallas County, Texas

**Motion for Judicial Review of Documentation or Instrument Purporting to Create a Lien or Claim**

Now Comes TIMOTHY B. COX and files this motion requesting a judicial determination of the status of documentation or an instrument purporting to create an interest in real or personal property or a lien or claim on real or personal property or an interest in real or personal property filed in the office of the County Clerk of Dallas County, Texas, and in support of the motion would show the court as follows:

**I.**

(Name), movant herein, is the purported obligor or debtor or person who owns the real or personal property or the interest in real or personal property described in the documentation or instrument.

**II.**

On OCTOBER 1, 2021 (date), in the exercise of the county clerk's official duties as County Clerk of Dallas County, Texas, the county clerk received and filed and recorded the documentation or instrument attached hereto and containing 3 number pages. Said documentation or instrument purports to have created a lien on real or personal property or an interest in real or personal property against one TIMOTHY B. COX (name of purported debtor).

**III.**

Movant alleges that the documentation or instrument attached hereto is fraudulent, as defined by Section 51.901(c)(2), Government Code, and that the documentation or instrument should therefore not be accorded lien status.

**IV.**

Movant attests that assertions herein are true and correct.

**V.**

Movant does not request the court to make a finding as to any underlying claim of the parties involved and acknowledges that this motion does not seek to invalidate a legitimate lien. Movant further acknowledges that movant may be subject to sanctions, as provided by Chapter 10, Civil Practice and Remedies Code, if this motion is determined to be frivolous.

**PRAYER**

Movant requests the court to review the attached documentation or instrument and enter an order determining whether it should be accorded lien status, together with such other orders as the court deems appropriate.

Respectfully submitted,

 5606 SMU Blvd #600722 Dallas, TX 75206  
(Signature and typed name and address)

TIMOTHY B. COX  
5606 SMU BOULEVARD #600722  
DALLAS, TEXAS 75206

**AFFIDAVIT**

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, personally appeared TIMOTHY B. COX, who, being by me duly sworn, deposed as follows:

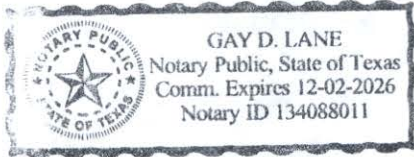
"My name is TIMOTHY B. COX. I am over 21 years of age, of sound mind, with personal knowledge of the following facts, and fully competent to testify.

I further attest that the assertions contained in the accompanying motion are true and correct."

Further affiant sayeth not.

*Timothy B. Cox*

SUBSCRIBED and SWORN TO before me, this 13<sup>th</sup> day of February, 2024.



*Gay Lane*  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

*Gay Lane*  
\_\_\_\_\_  
Notary's printed name

My commission expires: 12-02-2026



Exhibit A

**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.**

## **SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

§

§

THAT THE UNDERSIGNED, **Timothy B. and Tisha A Cox** hereinafter referred to as "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has **GRANTED, SOLD, and CONVEYED**, and by these presents does hereby **GRANT, SELL, and CONVEY** unto **ZP-1 INVESTMENTS, LLC** a *Texas Limited Liability Company* herein referred to as "Grantee," the real property described as follows, to-wit:

**LOT 15, BLOCK D/4813, NORTH RIDGE PARK, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 71, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS**

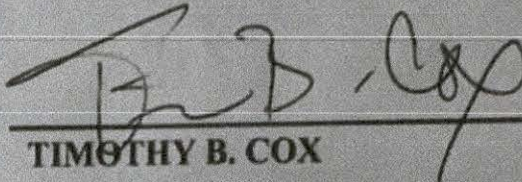
This conveyance, however, is made and accepted **SUBJECT** to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of DALLAS County, Texas. As part and parcel of this Deed and since the Warranty Deed is subject to Grantor's Lenders as previously listed, Grantor assigns all claims Grantor has or may have against any parties including but not limited to Grantor's Lenders to Grantee.

**TO HAVE AND TO HOLD** the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to **WARRANT AND FOREVER DEFEND** all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee



EXECUTED this 15 day of October, 2021.

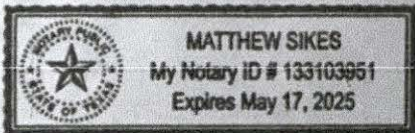
  
TIMOTHY B. COX

THE STATE OF TEXAS

§  
§  
§

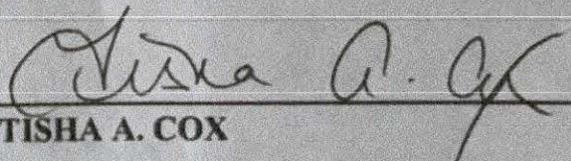
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on the 1 day of October 2021, by TIMOTHY B. COX



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

EXECUTED this 1 day of October, 2021.

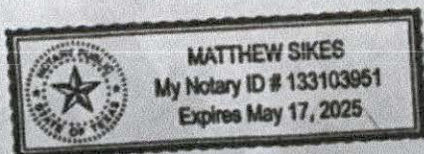
  
TISHA A. COX


THE STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on the 1 day of October 2021, by TISHA A. COX



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



**AFTER RECORDING RETURN TO  
GRANTEE AT GRANTEE'S ADDRESS:**

ZP-1 Investments, LLC  
11450 US hwy 380  
Ste. 130 #141  
Crossroads, TX 76227



Exhibit B

## My Fresh Start Service Agreement

The homeowner(s) whose signatures are listed below (hereinafter "The Homeowner") holds legal title to real property; FRESH START (hereinafter, "FRESH START") is in the business of assisting families in foreclosure, Therefore, Homeowner and FRESH START have agreed to enter into an agreement solely for the purpose of working on solutions to help Homeowner's get property out of foreclosure as defined below. Homeowner and FRESH START deny and disavow any intent, representation, or agreement, whether express or implied, to create or form a partnership in any manner or capacity.

*Effective Date:* Beginning this day, 8/25/2021, Homeowner authorizes FRESH START to use its experience and expertise to work to stop the foreclosure and work to get a loan modification or reduced payoff amount:

*Property Description:* 6464 Ellesworth Dr. Dallas TX

### *Terms:*

- 1) FRESH START will stop the foreclosure sale by either, coordinating legal action against the foreclosing party such as the bank, or doing a reinstatement loan, new loan program or a combination of several options.
- 2) FS will pay for all legal fees as well as any other fees to stop the foreclosure and to prepare the property for sale, including but not limited to repairs and other needed updates to sell the home. In return Homeowner will grant a Warranty Deed to FS or assignees subject to any debts on the property.
- 3) FS agrees to coordinate and fund certain agreed upon repairs as needed. The agreed repairs are the following: TBD based upon inspection, appraisal, costs and offers on properties
- 4) Promptly providing all the information requested by Fresh Start to work with the homeowners bank, HOA, and other lien holders if any. In the event homeowner does not communicate with FS, homeowner waives the right to his profit in home.
- 6) FS will work with the lender to create an agreed upon settlement of the payoff amounts.
- 7) FS and/or assigns will payoff the settlement amount negotiated with the bank.
- 8) Contract is contingent upon estimated payoff accuracy, title and inspection.

DS  


**Sale of home:**

- \* Work with the homeowner on optimizing the sale of the house.
- \* Prepare the house for marketing to optimize sale value and invest in repairs as needed
- NET Profits are split on a 80/20 basis homeowner to receive 20% with FS to receive 80% of NET profits after return of all invested capital, all other out of pocket expenses and any applicable fees.

Homeowner Agrees to:

1. To move household within 30 days of notification
2. Permitting FRESH START and its listing agent to place a keybox on the property under the terms and conditions stated in the Listing Agreement;

*Payment for Work and Services:* FRESH START will be conducting work on the property to stop the foreclosure. FRESH START will be paid for all work or services provided arising from this Agreement at the time of the loan restructure or refinance of the property.

*Default and Termination:* Homeowner's failure to comply with this Agreement or the listing agreement constitutes a breach of this JV Agreement. FRESH START reserves the right to terminate this Agreement as the result of Homeowner's breach provided that, prior to termination:

FRESH START provides Homeowner written notice of FRESH START's intent to terminate and a description of Homeowner's breach, and Homeowner fails to cure the breach within 3 days of Homeowner's receipt of the notice, or, if the breach cannot be cured within these 3 days, Homeowner fails to cure the breach within a reasonable period but no greater than 7 days of Homeowner's receipt of the notice;

DS  




*2 Indemnification and Dispute Resolution:* Homeowner will indemnify and hold FRESH START harmless from any claim arising from Homeowners failure to comply with the terms of this Agreement or for any false or misleading statements made by Homeowner related to the Property or Homeowner's rights in the Property. In the event a dispute arises between the Homeowner and FRESH START related to this Agreement, the parties agree to negotiate in good faith to resolve any dispute. If the negotiations do not resolve the dispute, the parties agree to submit the matter to a mutually acceptable mediator with the costs to be shared equally by both parties. The prevailing party in any legal proceeding between the Homeowner and FRESH START related to this JV Agreement is entitled to the recovery of all attorney fees, court costs, and all other costs related to the proceeding. FRESH START will not be liable for prospective profits or special or consequential damages, nor will any recovery of any kind against FRESH START be greater than the portion of any proceeds actually received by FRESH START under the Agreement. Homeowner assumes all risk and liability for loss, damage, or injury to any person or property of Homeowner or others, which arises any person's actions performed in compliance with this JV Agreement.

*Severability:* If any of the terms, conditions, or provisions of this Agreement are held to be illegal, invalid or unenforceable by any court of competent jurisdiction, the legality, validity, and enforceability of the remaining terms, conditions, or provisions will not be affected thereby. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

**SIGNATURE PAGE TO FOLLOW Signature Page**

Received, Acknowledged, and Agreed by the following parties:

HOMEOWNER:

DocuSigned by:  
  
CSA2D35329A94E7...

Signature: \_\_\_\_\_

Print Name: ~~XXXXXXXXXXXXXXXXXXXX~~ Date: 8/25/21

Property Address: 6464 Ellsworth Dr Dallas TX



**Signature page continued:**

FRESH START:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: 8/25/21





EXHIBIT C

Plaintiff(s) contend Defendant(s) are **actively committing Deed Fraud**.

Defendant(s) obtained Plaintiff(s) confidence by offering mortgage negotiation services in August 2021. Plaintiff(s) lender has confirmed no attempt to renegotiate the mortgage for the property by Defendant(s) or any other third party. Defendant(s) have illegally leased Plaintiff(s) property to an unknown occupant.

**Of great concern to Plaintiff(s) is the Special Warranty Deed (Exhibit A) executed by Plaintiff(s) October 1, 2021 and who were also wholly unaware of the fraudulent inducement being perpetrated upon them by Defendant(s).**

On or about August 25, 2021, Plaintiff(s) entered into an arrangement attached herein as **Exhibit B**, with ZP1-Investments, LLC regarding negotiating the mortgage for Plaintiff(s) property at 6464 Ellsworth Avenue, Dallas, Texas 75214 in Dallas County.

Defendant(s) did not countersign the arrangement

Plaintiff(s) signed a Special Warranty Deed attached herein as **Exhibit A**, granting the property to Defendant(s)

Defendant(s) did not file the Deed with the county

Defendant(s) instructed Plaintiff(s) to not communicate with Plaintiff(s) lender.

On February 6, 2024, Plaintiff(s) called lender to verify negotiations were active with Defendant(s) regarding Plaintiff(s) property. Lender stated they have no record of any call, communication or negotiation with the Defendant(s) or any third party.

On or about January 2022, Defendant entered into an illegal lease agreement with the current occupants of the property. Defendant was not authorized to enter into any agreement without prior written, express consent from Plaintiff(s)

Defendant has not made any receipts, agreements, leases or arrangements available to Plaintiff(s).

Defendant has collected rental payments from the illegal occupants of the property starting on or about January 1, 2022 and continues to do so.

On February 7, 2024, Plaintiff(s) delivered to the illegal occupants a notice to vacate and demand for possession by February 15, 2024. On February 8, 2024, copies were sent certified mail to the illegal occupants as well.

Plaintiff(s) instructed illegal occupants to cease all payments to ZP-1 Investments and for any remaining payments the occupants are compelled to submit, be sent directly and fully to Plaintiff(s) lender.

Plaintiff(s) is actively pursuing eviction as prescribed by Dallas County JP 3-1, of the illegal occupants currently residing at Plaintiff(s) property.