



Memo

Date: November 20, 2020

Project: CR 176

To: Don Childs, Sheets & Crossfield, P.C.

From: Rhonda Young, R/W-RAC, R/W-NAC

Subject: Parcel No. 5 Relocation Residential Incidental Claim Request

County: Williamson

Parcel No.: 5

Owner: Thomas D. Diaz and Melissa R. Sharpe-Diaz

Displacee: Thomas D. Diaz and Melissa R. Sharpe-Diaz

The above parcel is hereby submitted for payment of the incidental expense claim. The following documents are attached:

- ROW-R-118 Property Owner's Claim for Payment Incidental Expenses
- Settlement Statement
- Replacement Property Deed
- DS&S Inspection of Replacement Dwelling
- W-9
- ROW-R-CE - Certification of Eligibility Form

Additional Comments:

We approve and recommend that the attached submission in the amount of \$4,400 be processed at your earliest convenience.

Should you require additional information or have questions, please contact Rhonda Young at 512-685-2971 or by email at Rhonda.young@hdrinc.com.



**PROPERTY OWNER'S CLAIM FOR PAYMENT
INCIDENTAL EXPENSES OF PURCHASE OF REPLACEMENT DWELLING**

1. Name of Claimant(s) Thomas D. Diaz & Melissa R. Sharpe-Diaz		Parcel No.: 5	County: Williamson		
		ROW CSJ: N/A	Project No.: N/A		
2. Occupancy of State-Acquired Property: From (Date): 2013 To (Date): 7/6/2020		3. Controlling Dates a. First Offer in Negotiations b. Property Acquired by State c. Replacement Property Acquired d. Occupancy of Replacement Property	Mo.	Day	Yr.
4. Address of Replacement Property: 401 CR 226, Florence, TX 76527			10	12	2017
			10	23	2018
			12	01	2018
		07	06	2020	
5. Expenses (List below each item included in claim - attach receipts or closing documents to support each cost.)					
Item				Amount	
Closing Cost - see attached HUD Statment				\$4,400.00	
				\$	
				\$	
				\$	
				\$	
				\$	
				Total	\$4,400.00
6. Payment of this claim in the amount shown in Block 5 above is requested. I certify these incidental expenses were necessary in the purchase of my replacement dwelling and that I have not and will not accept reimbursement or payment from any other source for these expenses. I further certify that all information shown above is true and correct, and that the replacement dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.					
10/20/2020		_____ Claimant			
Date of Claim					
		_____ Claimant			
Spaces Below to be Completed by State					
7. The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.					
7/6/2020					
Date of Inspection		Inspected By - Signature			
I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment.					
Date:	December 8, 2020		By:		
	Williamson County				

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	11/28/2018	Borrower	Thomas D Diaz, III and Melissa R Sharpe-Diaz 656 County Road 176 Georgetown, TX 78628	Loan Term	30 years
Closing Date	12/01/2018	Seller	United Built Homes, L.L.C. 8500 Line Avenue Shreveport, Louisiana 71106	Purpose	Construction
Disbursement Date	12/05/2018			Product	6 mo./0 Step Rate
Settlement Agent	United Built Homes, L.L.C.	Lender	United Built Homes, L.L.C.	Loan Type	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA
File #	3003970			Loan ID #	3003970
Property	401 CR 226 FLORENCE, TX 76527			MIC #	
Sale Price	\$199,950				

Loan Terms	Can this amount increase after closing?		
Loan Amount	\$204,350	NO	
Interest Rate	6.97%	YES	The interest rate will adjust 1 time in 2019 to 9.47%. This is the maximum interest rate for this loan.
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,355.43	YES	The monthly principal and interest will adjust 1 time in 2019 to \$1,710.39. This is the maximum principal and interest payment for this loan.
Does this loan have these features?			
Prepayment Penalty		NO	
Balloon Payment		NO	

Projected Payments		
Payment Calculation	Year 1	Years 2 - 30
Principal & Interest	\$1,355.43	\$1,710.39
Mortgage Insurance	+ 0	+ 0
Estimated Escrow <i>Amount can increase over time</i>	+ \$417.00	+ \$417.00
Estimated Total Monthly Payment	\$1,772	\$2,127
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$417 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing	
Closing Costs	\$4,400 Includes \$4,400 in Loan Costs + \$0 in Other Costs - \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$110,000.00 Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid By Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges						
01	% of Loan Amount (Points)		\$4,400			
02	Land Payoff Service Fee (4% of land payoff amount)		\$4,400			
03						
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For						
01	Credit Report Fee					
02	Survey Fee			\$18		
03	Title Service			\$1,300		
04				\$700		
05						
06						
07						
08						
09						
10						
C. Services Borrower Did Shop For						
01			\$0			
02						
03						
04						
05						
06						
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)			\$4,400			
Loan Costs Subtotals (A + B + C)			\$4,400		\$2,018	
Other Costs						
E. Taxes and Other Government Fees						
01	Recording Fees	Deed: \$0	Mortgage: \$95		\$95	
02						
F. Prepays						
01	Homeowner's Insurance Premium (12 mo.) to First United Insurance Agency		\$0		\$2,004	
02	Mortgage Insurance Premium (mo.)					
03	Prepaid Interest (per day from to)					
04	Property Taxes (mo.)					
05						
G. Initial Escrow Payment at Closing						
01	Homeowner's Insurance	Per month for	mo.			
02	Mortgage Insurance	Per month for	mo.			
03	Property Taxes	Per month for	mo.			
04						
05						
06						
07						
08	Aggregate Adjustment					
H. Other						
01			\$0			
02						
03						
04						
05						
06						
07						
08						
I. TOTAL OTHER COSTS (Borrower-Paid)			\$0			
Other Costs Subtotals (E + F + G + H)			\$0	\$0		
J. TOTAL CLOSING COSTS (Borrower-Paid)			\$4,400			
Closing Costs Subtotals (D + I)			\$4,400	\$0	\$4,117	
Lender Credits					-\$4,117	

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$4,400.00	\$4,400.00	NO
Closing Costs Paid Before Closing	-\$0.00	-\$0.00	NO
Closing Costs Financed (Paid from your Loan Amount)	-\$4,400.00	-\$4,400.00	NO
Down Payments/Funds from Borrower	\$110,000.00	\$110,000.00	NO
Deposit	\$0.00	\$0.00	NO
Funds for Borrower	\$0.00	\$0.00	NO
Seller Credits	\$0.00	\$0.00	NO
Adjustments and Other Credits	\$0.00	\$0.00	NO
Cash to Close		\$110,000.00	

Summaries of Transactions

Use this table to see a summary of your transaction

BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
K. Due from Borrower at Closing \$314,350		M. Due to Seller at Closing \$199,950	
01	Sale Price of Property \$199,950	01	Sale Price of Property \$199,950
02	Sale Price of Any Personal Property Included in Sale	02	Sale Price of Any Personal Property Included in Sale
03	Closing Costs Paid at Closing (J) \$4,400	03	
04	Land Payoff \$110,000	04	
Adjustments		Adjustments for Items Paid by Seller in Advance	
05		05	
06		06	
07		07	
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Unpaid by Seller	
08	City/Town Taxes to	08	
09	County Taxes to	09	
10	Assessments to	10	
11	HOA Dues to	11	
12		12	
13		13	
14		14	
15		15	
L. Paid Already by or on Behalf of Borrower at Closing \$204,350		N. Due from Seller at Closing	
01	Deposit	01	
02	Loan Amount \$204,350	02	
03	Existing Loan(s) Assumed or Taken Subject to	03	
04		04	
05	Seller Credit	05	
Other Credits		06	
06		07	
07		08	
Adjustments		09	
08		10	
09		11	
10		12	
11		13	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
12		14	
13		15	
14		16	
15		17	
16		18	
17		19	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K) \$314,350		Total Due to Seller at Closing (M) \$199,950	
Total Paid Already by or on Behalf of Borrower at Closing (L) \$204,350		Total Due from Seller at Closing (N) \$0	
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower \$110,000		Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller \$199,950	

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender will allow, under certain conditions, this person to assume this loan on the original terms.

will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of 5.00% of the monthly payment, or \$5.00, whichever is less.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- May accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.
- If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
401 CR 226, FLORENCE, TX 76527

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed	\$2,502	Estimated total amount over year 1
Property Costs over Year 1		For your escrowed property costs: Property Taxes Homeowner's Insurance
Non-Escrowed		Estimated total amount over year 1
Property Costs over Year 1		For your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	\$0.00	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$417.00	The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs Over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled	\$613,610.64
Finance Charge. The dollar amount the loan will cost you.	\$413,660.64
Amount Financed. The loan amount available after paying your upfront finance charge.	\$204,350.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	9.58 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	200.27%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of the unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above the property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	United Built Homes, L.L.C.				United Built Homes, L.L.C.
Address	8500 Line Avenue Shreveport, Louisiana 71106				8500 Line Avenue Shreveport, Louisiana 71106
NMLS ID	39943				39943
ST License ID					
Contact	Chris Taylor				Chris Taylor
Contact NMLS ID	1229376				1229376
Contact ST License ID					
Email	chris.taylor@ubh.com				chris.taylor@ubh.com
Phone	(512) 252-1040				(512) 252-1040

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.


Applicant Signature

Date


Co-Applicant Signature

11/29/18
Date



REPLACEMENT HOUSING INSPECTION

Name of Claimant: Thomas Diaz, III and Melissa S. Diaz		Parcel No.: 5	County: Williamson
		ROW CSJ: N/A	Project No.: N/A
Address: 401 CR 226, Florence, TX 76527 Apt No.: Site No.:			
Number of Displaced Persons in Family: 6		Purchase Price or Monthly Rent: \$204,350.00	
Replacement Dwelling			
House <input checked="" type="checkbox"/>	Duplex <input type="checkbox"/>	Apartment <input type="checkbox"/>	Sleeping Room <input type="checkbox"/>
Mobile Home:	Width:	Length:	Other:
Floor Space: 2,100 sq. ft.	No. Rooms: 7	No. Bedrooms: 3	No. Baths: 2
Dwelling Inspection			
Yes No		Yes No	
<input checked="" type="checkbox"/> <input type="checkbox"/>	1. Meets all applicable building codes	<input checked="" type="checkbox"/> <input type="checkbox"/>	6. Has Provisions for artificial lighting in each room
<input checked="" type="checkbox"/> <input type="checkbox"/>	2. Has required potable water	<input checked="" type="checkbox"/> <input type="checkbox"/>	7. Is structurally sound, in good repair and adequately maintained
<input checked="" type="checkbox"/> <input type="checkbox"/>	3. Has required kitchen facilities	<input checked="" type="checkbox"/> <input type="checkbox"/>	8. Has required safe means of egress
<input checked="" type="checkbox"/> <input type="checkbox"/>	4. Has required heating system	<input checked="" type="checkbox"/> <input type="checkbox"/>	9. Has required habitable floor space
<input checked="" type="checkbox"/> <input type="checkbox"/>	5. Has required bathroom facilities		
Comments: The home is a new build on 11 acres of land			
The dwelling at the address above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.			
7/6/2020 Date of Inspection		<i>Saurie Miller</i> Inspected By - Signature	



CERTIFICATION OF ELIGIBILITY

Highway: CR 176

Parcel: 5

Displacee: Thomas D. Diaz, III and Melissa R. Sharpe-Diaz

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

Citizens or Nationals of the United States

or

Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.



Thomas D. Diaz, III

Date: 2/9/18



Melissa R. Sharpe-Diaz

Date: 2/9/18

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date: _____