

NOTICE

TO:

YOU ARE NOT COMPLYING WITH THE TERMS OF THE CONTRACT TO BUY YOUR PROPERTY. UNLESS YOU TAKE THE ACTION SPECIFIED IN THIS NOTICE BY _____ 20____ (date), THE SELLER HAS THE RIGHT TO TAKE POSSESSION OF YOUR PROPERTY.

(See Page 2 and subsequent pages for remainder of Notice)

You are provided with the following information in reference to this notice:

(1) The identity and explanation of the remedy the seller intends to enforce is the remedy of rescission or of forfeiture and acceleration.

(a) Forfeiture is defined as the involuntary relinquishment of your interest in the real property due to your breach of your obligations under the contract for deed executed on _____ (date).

(b) Forfeiture and acceleration refers to the obligation under the contract for deed being made immediately payable and your loss of the property unless immediate payment of the accelerated amount is made.

(c) Rescission is the cancellation of the contract by mutual agreement or by law.

(2) You have failed to make the following payments:

(A) The delinquent amount, itemized into principal and interest is:

Principal Due: \$ _____

Interest Due: \$ _____

Total: \$ _____

(B) Any additional charges claimed, such as late charges or attorney's fees are:

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Additional Charges: \$ _____

(C) the period to which the delinquency and additional charges relate is:

From

To

(3) You have failed to comply with a term or terms of the contract.
The term violated and the action required to cure the violation is/are:

Term of Contract violated:

Action required to cure or correct violation :

Term of Contract violated:

Action required to cure or correct violation :

Term of Contract violated:

Action required to cure or correct violation :

YOU HAVE 30 DAYS FROM THE DATE THIS NOTICE IS
GIVEN (MAILED) TO CURE THE DEFAULT. IF YOU FAIL TO CURE
THE DEFAULT WITHIN SUCH 30 DAYS THE SELLER MAY
ENFORCE THE REMEDIES IDENTIFIED ABOVE. THE LAST DAY TO
CURE IS_____.

THIS notice is provided to you by registered or certified mail, return receipt
requested, mailed to the address(es) shown on the first page of this Notice.

Date:

Seller or Authorized Agent of Seller

Type or Print Name

Address:_____

City, State, Zip:_____

Telephone:_____

Affidavit of Mailing

State of Texas, County of _____

I, _____, hereby certify that I have this date
sent a true and correct copy of this NOTICE by ☐ certified mail, return receipt
requested, ☐ registered mail, return receipt requested, to the following:

_____	_____
_____	_____
_____	_____

DATED this the _____ day _____ of, 20____.

Signature

Type or Print Name

State of Texas, County of _____

This instrument was acknowledged before me on _____ by _____
_____.

Notary Public

Type or Print Name

My commission expires: _____

Notes:

This notice is provided in accordance with Section 5.063 and 5.064 of the Texas Property Code, Section 5, and is to be delivered by registered or certified mail, return receipt requested. The notice must be conspicuous and printed in 14-point boldface type or 14-point uppercase typewritten letters and must include on a separate page the statement on the first page of this Notice.

Notice by mail is given when it is mailed to the purchaser's residence or place of business. The affidavit of a person knowledgeable of the facts to the effect that notice was given is prima facie evidence of notice in an action involving a subsequent bona fide purchaser for value if the purchaser is not in possession of the real property and if the stated time to avoid the forfeiture has expired. A bona fide subsequent purchaser for value who relies upon the affidavit under this subsection shall take title free and clear of the contract.