

**BEFORE YOU CLOSE THE FILE**

*Presented by:*

**RYAN R. BAUERLE**, *Plano*  
Goranson Bain Ausley, PLLC

*Written by:*

**SARAH AMINZADEH MILINSKY**, *Plano*  
Goranson Bain Ausley, PLLC

State Bar of Texas  
**HANDLING YOUR FIRST (OR NEXT) DIVORCE CASE**  
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**CHAPTER 13**

## **Ryan R. Bauerle**

Ryan was born and raised in Houston, Texas. He attended Southern Methodist University for his undergraduate degrees, obtaining a B.B.A. in Finance and a B.A. in Political Science in 2008. Thereafter, Ryan obtained his J.D. from Regent University School of Law in Virginia Beach, Virginia.

Ryan is a partner at Goranson Bain Ausley, PLLC in Plano Texas, where his practice includes divorces, child custody, adoptions, complex property divisions, pre-and post-marital agreements, as well as both high-conflict and collaborative cases. Ryan obtained his Board Certification in Family Law 2018.

Ryan practices family law out of a commitment to achieving fair and equitable outcomes while also preserving as much financial stability for clients and their children as possible. Emphasizing planning and preparation, he ensures that clients are ready for any scenario so they can confidently and successfully resolve their family law matters.

Ryan is a skilled litigator and strong negotiator; he regularly obtains favorable settlements without ever stepping foot in the courthouse. Ryan works with clients to evaluate the pros and cons of their options, including costs, to make sound and efficient decisions about moving forward.

Ryan's clients include professionals, executives, doctors, attorneys, and their spouses. He brings extensive experience and sincere compassion to situations involving contested custody, special needs, mental health issues, and substance abuse. Ryan has a successful record in advocating for co-parenting rights and securing equal parenting time or unique possession arrangements.

Ryan helps clients set reasonable goals at the outset and develops a game plan to reach them. He keeps clients informed about next steps and strives to alleviate anxieties and minimize surprises so they can focus on what is important. Ryan believes that his experience and confidence—whether inside or outside the courtroom—give his clients a distinct advantage.

Ryan currently serves as the ABA YLD Chair, the Liaison to the Family Law Section, and serves on the ABA Podcast Committee.

Ryan was recently elected as a Director for the Texas Young Lawyer's Association, where he presides over 14 Texas Counties. Ryan also serves on the State Bar of Texas Public Affairs Committee, is past Co-Chair of the Collin County Family Law Section, and a Fellow with the Texas Bar Foundation. Ryan was named a "Rising Star" by SuperLawyers Magazine, and the Best Lawyers: Ones to Watch list in multiple years.

Ryan lives in McKinney, Texas, with his wife Laura, and 3-year-old twins Blake and Kate. In his free time, Ryan enjoys time with his family, college football, his law school fantasy football league, travel, and scuba diving.

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## BEFORE YOU CLOSE THE FILE

### I. INTRODUCTION

While settlement or final trial may seem like the “finish line” in a family law case, there are several additional, and critical, steps after the entry of the final order and before the actual finish line. A majority of your efforts as the attorney are put towards the more well-known steps, such as temporary orders, discovery, mediation, and settlement. However, it’s imperative to apply that same type of effort to properly closing your client’s file. Whether it’s a divorce or custody case, there is a laundry list of documents and to-do items that need to be completed to effectuate the terms of the final order. If you don’t educate yourself, and the client, about these requirements and necessary to-do items, then all the hard work you put toward settling or trying your family law case will hold little value.

Family lawyers are no stranger to the fact that each family law case has its own unique facts and each client has his or her own distinctive needs. It is helpful to have an exhaustive “closing the file” checklist that you can refer to at the end of each case to ensure your client’s needs are fulfilled and their file is closed properly (**see Appendix 1**).

### II. EDUCATING THE CLIENT

One of the most common misconceptions amongst clients is that their case is done once the judge signs the final order. This misconception can be easily prevented if you take the time to properly educate your client throughout the pendency of your case. This can begin as soon as the initial consult. Providing your client with a roadmap or checklist (**see Appendix 2**) will clearly lay out each step of your client’s family law case, including the steps following the entry of the final order. Pro tip: Give your client a physical copy of this checklist or roadmap so that your client can refer to it throughout the process. Most clients want their case settled as quickly and cost-efficiently as possible. However, once the case finally reaches settlement (or a final hearing or trial has taken place), the client’s impatience begins to reach its peak. At that point, you should refer back to the roadmap or checklist that you provided your client at their initial consult and point out exactly where their case is on the roadmap or what is left to “check off” on the checklist.

### III. DIVORCE: TRANSFER OF ASSETS

Depending on the asset, there are certain documents that must be prepared and executed to effectuate the transfer of title or of the asset itself. Whether it is real estate or retirement, these documents can be nuanced and complex and therefore require proper research and understanding.

#### A. Real Estate

When the parties have real property, such as the marital residence, it is critical that the appropriate real estate documents be prepared and recorded to ensure that all third parties are on notice that the real property now belongs to the proper person. The most common real estate documents include a Special Warranty Deed, Deed of Trust to Secure Assumption, Special Warranty Deed with Encumbrance for Owelty of Partition, Deed of Trust to Secure Owelty Partition, and Real Estate Lien Note.

If your client is awarded the marital residence *without* the obligation to “buy out” the other spouse’s interest in the marital residence, the non-receiving spouse should execute a Special Warranty Deed, and the receiving spouse should execute a Deed of Trust to Secure Assumption.

##### 1. Special Warranty Deed

When a spouse is awarded the marital residence, the non-receiving spouse must convey their interest in the property using a *Special Warranty Deed* (**see Appendix 3**). In this Special Warranty Deed, the spouse conveying their interest in the property (Grantor) is doing so with the stipulation that the party receiving the property (Grantee) takes the property subject to the original purchase money lien.

This document must be recorded in the deed records of the county where the property is located and “delivered” to the Grantee in order to be an effective conveyance. The property description must accurately describe the land being conveyed. You can usually find the legal property description in the property’s original deed or deed of trust, which is available online in the respective county’s public records.

##### 2. Deed of Trust to Secure Assumption

When a spouse is awarded the marital residence, the receiving spouse guarantees the non-receiving spouse that he or she will not default on the real estate lien using a *Deed of Trust to Secure Assumption* (**see Appendix 4**). This document is used to protect the non-receiving spouse (Beneficiary) of the Deed of Trust in the event of default by the receiving spouse (Grantor). The Deed of Trust sets out the terms of the parties’ agreement for enforcement if the Grantor

defaults on the real estate lien. For example, if the Grantor fails to repay either the Beneficiary, or the lender of the original purchase money, the Beneficiary can foreclose on the property to protect the Beneficiary's interest.

This document also needs to be recorded in the deed records of the county where the property is located and “delivered” to the Grantor in order to be an effective conveyance.

If your client is awarded the marital residence *with* the obligation to “buy out” the other spouse’s interest in the marital residence, the receiving spouse should execute a Real Estate Lien Note and Deed of Trust to Secure Owelty of Partition, and both spouses should execute a Special Warranty Deed with Encumbrance for Owelty of Partition.

### 3. Special Warranty Deed with Encumbrance for Owelty of Partition

Under this option, the receiving spouse will own the marital residence and work with a mortgage broker or lender to obtain an owelty loan to pay the non-owner spouse a lump sum amount equal to the non-owner spouse’s share of the equity in the home. If the owner spouse can qualify for this type of loan, then the non-owner spouse will typically receive his or her share of the equity within 45-90 days of the date of the parties’ divorce. Not only does the non-owner spouse get the entirety of their share of the equity in the home, but the new loan incurred by the owner spouse is also in the name of the owner spouse only. As a result, the marital residence is partitioned to the owner spouse and a secured debt against the marital residence is created.

The *Special Warranty Deed with Encumbrance for Owelty of Partition* (see **Appendix 5**) is used when the receiving spouse (Grantee) takes the entire interest in the marital residence and in return buys out the non-receiving spouse’s (Grantor) equity interest. After the divorce is final, the receiving spouse presents a certified copy of the Divorce Decree to the lender along with the Special Warranty Deed with Encumbrance for Owelty of Partition and Deed of Trust to Secure Owelty Partition, who then completes funding of the loan. The non-receiving spouse receives his or her money at the closing and signs a Release of Lien.

This document must also be recorded in the deed records of the county where the property is located and “delivered” to the Grantee in order to be an effective conveyance.

### 4. Deed of Trust to Secure Owelty of Partition

This document is used to protect the Grantor in the event of default by the Grantee. The *Deed of Trust to Secure Owelty of Partition* (see **Appendix 6**) sets out the terms of the parties' agreement for enforcement if Grantee defaults on the Real Estate Lien Note.

Similar to the Deed of Trust to Secure Assumption, if the Grantee fails to repay either the Grantor, or the lender of the original purchase money lien, Grantor can foreclose on the property to protect Grantor's interest.

### 5. Real Estate Lien Note

If your client is awarded a money judgment in the Final Decree of Divorce to represent his or her interest in the marital residence, the payment of these funds should be secured by a *Real Estate Lien Note* (see **Appendix 7**) if it’s not going to be paid in full on the date of divorce. Unlike the Special Warranty Deed with Encumbrance for Owelty of Partition and Deed of Trust to Secure Owelty Partition, the Real Estate Lien Note is not recorded in the deed records and is instead her in trust in case the money judgment is not paid at the closing of the refinance.

Occasionally, you will have a difficult opposing party on the other side who refuses to sign any closing documents post-divorce. To avoid this, it is best practice to have the deeds and other transfer documents ready for signature at the time of the final hearing or attached to an Agreed Final Decree of Divorce. If you anticipate that the other side will be uncooperative, you have the ability to request that the Court order the opposing party to sign the documents in the Court’s presence during the final hearing. If you were able to settle the case without court intervention but still anticipate that the opposing party will be difficult, it is recommended that you include the documents as exhibits to the Final Decree of Divorce with a requirement that they that must be executed and returned to your office by a date certain.

Pro tip: Consider having a real estate attorney draft these real estate documents. Not only is it typically less expensive for the real estate attorney to prepare these documents, but you can also have peace of mind knowing it is done correctly by an attorney with the proper experience. This is especially true if your client’s case involves owelty concerns or unusual payment requirements that are outside your usual forms.

## **B. Vehicles**

If a vehicle is awarded to your client as a result of the divorce and title of the vehicle is in both parties’ names or the other party’s name, your client should take a certified copy of the Final Decree of Divorce to their county tax office and apply for title using *Form 130-U* from the Texas Department of Motor Vehicle (see **Appendix 8**).

If the Final Decree of Divorce does not specifically award the vehicle to your client, a *Power of Attorney to Transfer Motor Vehicle* (see **Appendix 9**) must be executed by the spouse who is not awarded the vehicle. A Power of

Attorney to Transfer Motor Vehicle gives the receiving spouse full power and authority to perform every act necessary to purchase, transfer, and assign the legal title to a motor vehicle on behalf of the non-receiving spouse.

## C. Retirement

### 1. Qualified Domestic Relation Order

A “qualified domestic relation order” (QDRO) is a domestic relations order that creates or recognizes the existence of an “alternate payee's” right to receive, or assigns to an alternate payee the right to receive, all or a portion of the benefits payable with respect to a participant under a retirement plan, and that includes certain information and meets certain other requirements. The QDRO is a complex and particular order that is specific to the retirement plan and the plan administrator. Most family attorneys do not draft these orders themselves and instead outsource the drafting of the QDRO to experts who work exclusively with QDROs to ensure that the proper language and information is provided in each QDRO.

Because the Court loses plenary power over the divorce proceeding 30 days after the Final Decree of Divorce is entered, it is best practice to have the QDRO prepared and finalized before the Court grants the divorce. If you are unable to have the QDRO entered before the 30-day deadline, you will have to file a Motion to Reopen the Case in order to have the QDRO entered (see **Appendix 10**). Pro tip: If you manage to settle in mediation or through the informal settlement process, it is helpful to include in the mediated settlement agreement or informal settlement agreement who will prepare the QDRO as most family law attorneys do not draft these themselves.

Once the Final Decree of Divorce has been entered by the Court, you should submit a certified copy of the QDRO to the proper plan administrator. The plan administrator will then review the QDRO and determine whether it meets the requirements under the applicable plan. If the QDRO does not meet the requirements and therefore does not “qualify,” then the plan administrator will reject the QDRO, and you will need to revise and resubmit it. Some plan administrators will review a QDRO prior to the entry of the QDRO to prevent this. **Do not close the client’s file until the plan administrator has confirmed that the QDRO has been approved and qualified.** Once the QDRO has been approved and qualified, the plan administrator will oftentimes email or mail the confirmation to your client, not you, so be sure to ask your client to update you if/when they receive said confirmation.

### 2. Individual Retirement Accounts

Other retirement plans, such as individual retirement accounts or simplified employee pensions, do not require a QDRO to divide and transfer a portion to the other spouse. Some financial institutions require certain forms be completed and submitted to begin the transfer process. These forms can usually be found online on the financial institution’s website. Other financial institutions may require “instruction letters” and “acceptance letters” that provide specific information regarding the account and the details of the transfer (i.e., how much, to where, and when).

### 3. Stocks, Bonds, Securities

Stocks, bonds, and securities are typically held in a brokerage or investment account. These securities can be transferred by transferring ownership of the account into a party’s sole name, or by instructing the parties’ broker to transfer the particular assets into another account designated for this purpose. If individual stocks, bonds, or securities are not held in a brokerage account and are awarded to one of the parties, then the individual certificates must be endorsed so that the shares can be transferred to the receiving party. Oftentimes, transfers of securities require a “guaranteed” signature, which is different than a notarized signature. A signature can be “guaranteed” only by officers of certain financial institutions, such as banks and savings institutions, and the party must sign the appropriate instrument in the presence of the financial institution officer. Transfers of brokerage and investment accounts, and transfers of securities need to be handled personally by the clients but should be directed by the attorney’s office.

### 4. Military Retirement

In order for a spouse to be eligible to receive a portion of their ex-spouse military retirement, there are several conditions. This includes the “10-10 Rule” which allows eligible former spouses of servicemembers to receive their court-ordered portion of the servicemember's retired pay directly from the federal government, rather than from their ex-spouse. To qualify, the parties must be married for 10 years; and during the time of marriage, the servicemember must perform at least 10 years of creditable military service towards retirement eligibility. Similar to pensions and 401(k) retirement plans, a Military Retirement Pension Division Order must be prepared in order to effectuate the division of military retirement. There are many nuances to military retirement is complex without much room for error. Like QDROS, most family attorneys do not draft these orders themselves and instead outsource the drafting to experts who work exclusively with military retirement and/or QDROs to ensure that the proper language and information is provided in each the Decree and related Order.

#### IV. CUSTODY: CHILD SUPPORT

##### A. Income Withholding for Support

An *Income Withholding for Support* (see **Appendix 11**) is an order used to give the employer of the spouse who has been ordered to pay child support (“Obligor”) instructions regarding withholding from the Obligor's earnings. This document should be prepared and submitted to the Court with the final order or decree. Withholding a portion of an employee’s pay for payment of child support is known by many names, such as garnishment, wage assignment, income withholding, and withholding from earnings. Wage garnishment has become the most successful and efficient tool for collecting child support.

You should inform your client to expect a delay between the signing and filing of the wage garnishment order and the wages being garnished. There can also be a lag between the income being withheld and the State Disbursement unit distributing the funds. It is best practice to reach an agreement with the opposing party or counsel to allow for direct payment for the first month so long as an *Affidavit of Direct Payment* (see **Appendix 12**) is signed and submitted to the Office of the Attorney General to be properly reflected in the payment record.

##### B. Setting Up Child Support Account

If the court order requires wage garnishment, your office should send a conformed copy of the Income Withholding for Support to the Child Support State Disbursement Unit with instructions to set up a child support account. Once the Income Withholding for Support has been reviewed, a child support account will be set up and a 10-digit case ID number will be created. You will then need to provide this 10-digit case ID number to your client so that he or she may finish setting up his/her online account.

If the parties have agreed not to garnish the Obligor’s wages to collect child support, the Obligor will still need to set up his/her child support account to make manual payments or set up direct deposit. Once an order has been entered by the Court, your office should send a conformed copy of the order to the Child Support State Disbursement Unit instructing them to set up a child support account. The order will be reviewed and a child support account will be set up and a 10-digit case ID number will be created. Your client will need this 10-digit case ID number to finish setting up his/her online account.

##### C. Full-Service vs. Registry Only

The Office of the Attorney General offers two types of services to collect and track child support payments: full-service and registry only. If your client sets up a “full-service” child support account, the Office of the Attorney General will monitor and enforce the child support obligations. Your client has to specifically apply for this type of case. If you set up your client’s child support account by sending the final order or Income Withholding for Support to the State Disbursement Unit, your client will have a “registry only” child support account. This means that the State Disbursement Unit will process the child support payments but will not monitor or enforce the child support obligations.

#### V. CLOSING THE FILE

##### A. Closing Letter

Once the required documents have been prepared and executed, a formal letter should be sent to each client outlining the deadlines and time-sensitive requirements within the Final Decree of Divorce (see **Appendix 13**). This letter should list the various deadlines and notice requirements the client needs to be aware of, including but not limited to;

- Deadlines to elect extended summer possession;
- Notice requirements to the children’s school or other party;
- Deadlines and requirements for child support account;
- Deadlines to provide unreimbursed medical reimbursements;
- Deadlines and requirements for closing any joint accounts;
- Deadlines for effectuating transfers of property (such as a portion of a bank or retirement account); or
- Deadlines for providing real estate or title documents;

The closing letter should also contain reminders to update beneficiary designations, any last will and testaments, or medical and financial powers of attorney, as well as provide the applicable entities with notice of any name or address changes. These entities can include:

- Social Security Administration
- Department of Public Safety Driver's License Division
- Credit card companies
- Insurance (vehicle, home, life, health)
- Internal Revenue Service
- Mortgage holders
- Utilities on your residence
- State licensing agencies

Though a basic template can be used as the base for these closing letters, it is important that each letter be as detailed as possible. Make sure to tailor each letter to the final order and highlight the important provisions that require action or spell out deadlines.

### **B. Requesting Review**

Lastly, it is best practice (depending on the client) to include in the closing letter instructions on how to leave a Google, Justia, or Yelp review. A simple paragraph can be inserted at the end of the closing letter, such as:

*“Our goal is to create the best possible service, and your review helps us discover new opportunities to make sure we are delivering an exceptional client experience. We would appreciate it if you would share your experience with me and my team, by clicking on one of the links below. I have provided a link below directing you to write a Google review. This being said, I realize that divorce is a very personal matter, and I realize it may not be comfortable to write a review. If this is the case, I will completely understand.”*

### **C. Create Online Drive for Client**

It is best practice to mail, along with the closing letter, a certified copy of the Final Decree of Divorce, conformed copies of any wage withholding orders and/or QDROs, and recorded copies of any real estate documents. However, clients will inevitably reach out to you months after their case has been closed asking for a copy of the Final Decree of Divorce or other ancillary document. To prevent this, it is helpful to create a shared folder in an online drive (such as Dropbox or Sharefile) that can be shared with your client which contains the important pleadings, orders, and ancillary documents relevant to the client’s case.

## **VI. CONCLUSION**

As you can see, closing your client’s file involves several to-do items that are critical to ensuring that your hard work in settling (or trying) the case is not wasted. It is a good idea to create an internal “check list” within your office to ensure that no step is missed so that you can confidently send each client off with all the tools they need to begin their next chapter.



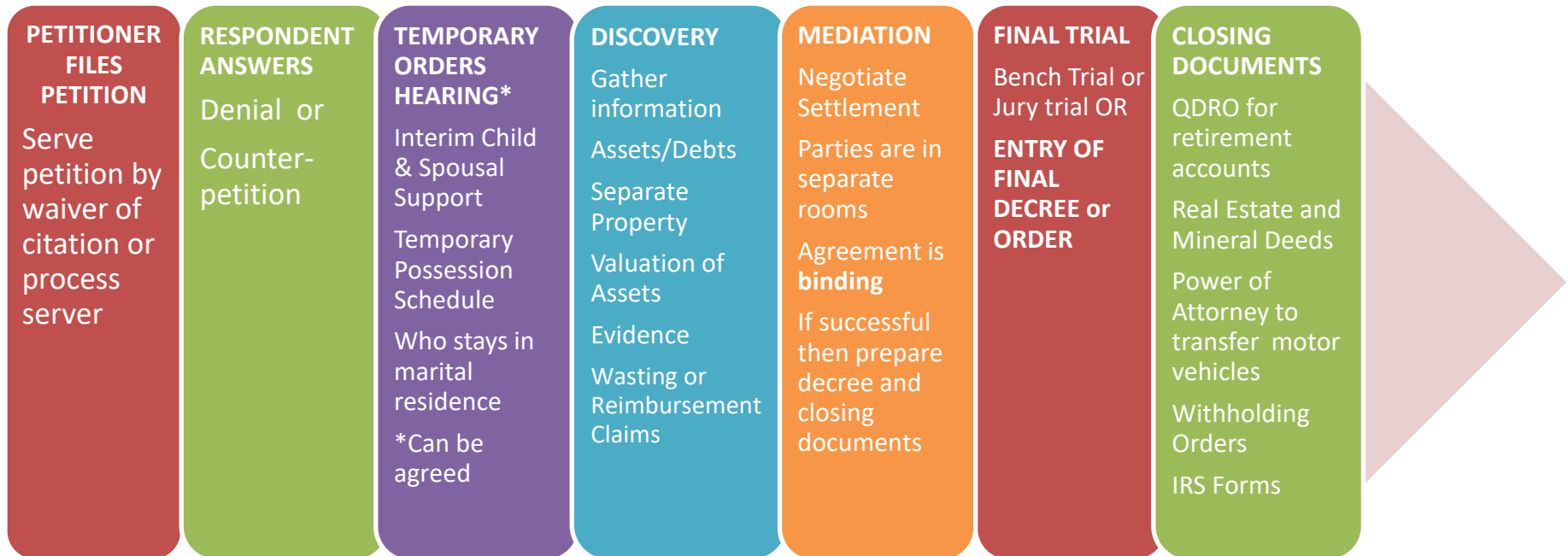
**DIVORCE  
OPENING AND CLOSING CHECKLIST**

**CLIENT:** \_\_\_\_\_

#	Task	Date Completed	Initials
1	Confirmed origination is accurate on Matter in Centerbase.		
2	Entered contract signature date/retained date in Centerbase.		
3	Emailed to have Evergreen set up.		
4	Created ShareFile for Client Portal and shared with client.		
5	Sent Welcome letter to client.		
6	File-marked and/or certified copy provided to client, copy to file, and copy to the other side, if applicable.		
7	Vital Statistics Form (Austin Form) submitted.		
8	Domestic Relations child support account/form set up, withholding order served and fee paid, if applicable. Send orders to SDU.		
9	Special Provisions for Children (if applicable) a. HIPPA forms signed b. Schools/care providers given copies of any injunctions, etc.		
10	Checked file for original documents provided by client (bank statements, real estate documents, diaries, etc.) and returned them to the client or sent written notice for client to pick them up.		
11	Read decree, earmark provisions requiring follow up action. State each action item/deadlines in client's closing letter.		
12	Wage Withholding Order signed and filed with the court. Send copy of Withholding Order to employer if applicable.		
13	Notified any necessary persons of permanent injunctions and/or notified client to handle this.		
14	Real estate transfer forms: a. Executed b. Exchanged c. Filed or record with county clerk d. Original (recorded) returned to client (done by county)		
15	Executed Powers of Attorney or exchanged certificate of title to autos, boats, and/or other vehicles.		
16	Transfer Documents - (QDRO, Stocks, IRA, etc.): a. Endorsed b. Delivered c. Forwarded to Transfer Agent		

#	Task	Date Completed	Initials
17	Insurance Policies: a. Ownership transferred (Homeowners, Auto, Life) b. Reminded client to change beneficiaries c. Notified Group Health Insurance carrier of exercise of option to continue benefits under state law or COBBA d. If life insurance is to be restricted to protect child support obligation, reminded client to RE-designate obligee spouse as primary beneficiary		
18	Qualified Domestic Relations Order a. Draft submitted to Plan Administrator for pre-approval b. Certified copy sent to Plan Administrator c. Put on calendar of paralegal to follow up in 30 days d. QDRO qualified (approval letter received)		
19	Exchanged personal property – reiterated deadlines for pickups or exchanges to client in closing letter.		
20	Sent client electronic file through ShareFile, if not already in Client Portal ShareFile		
21	Prepared Closing letter to client: outlined all aspects of final order that must comply with specific time frames, provided certified copies of orders, and recorded real estate documents (if not already provided).		
22	Inform accounting to do final bill and refund remaining retainer.		
23	Upload to NetDocuments all Kenect communication with or related to client, along with any attachments.		
24	Confirmed that any documents in ShareFile, SharePoint and OneDrive are uploaded to NetDocuments.		

## Basic Steps for Most Family Law Cases\*



\*Some cases may have additional hearings if immediate concerns need to be addressed by the court; likewise, some steps in the process may be shortened or skipped.

## SPECIAL WARRANTY DEED

**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.**

**Date:** \_\_\_\_\_

**Grantor:** [GRANTOR'S NAME]

**Grantor's Mailing Address:** [GRANTOR'S ADDRESS]

**Grantee:** [GRANTEE'S NAME]

**Grantee's Mailing Address:** [GRANTEE'S ADDRESS]

**Consideration:**

The division of property ordered by the \_\_\_\_\_ Judicial District of \_\_\_\_\_ County, Texas, in Cause No. \_\_\_\_\_, styled " \_\_\_\_\_ " and ten dollars and other valuable consideration paid by Grantee, and Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of \$ \_\_\_\_\_ dated \_\_\_\_\_, executed by [NAME OF PETITIONER AND OR RESPONDENT], and payable to the order of [LENDER]. The note is secured by a vendor's lien retained in a deed dated \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_, and additionally secured by a deed of trust dated \_\_\_\_\_, from [NAME OF PETITIONER AND OR RESPONDENT] to [TRUSTEE], Trustee, recorded in volume \_\_\_\_\_, page \_\_\_\_\_, of the official public records of real property of \_\_\_\_\_ County, Texas. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note.

**Property (including any improvements):**

[LEGAL DESCRIPTION]

**Reservations from Conveyance and Exceptions to Conveyance and Warranty:**

Grantor does not reserve any oil, gas, mineral, water, wind, and surface rights in and under the property and that may be produced from the property.

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

**Conveyance:**

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's

interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

Grantor assigns to Grantee the casualty insurance policy on the property, all utility deposits for utility services at the property, and all funds held in escrow for payment of taxes and insurance premiums.

When the context requires, singular nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes due on the property for the current year.

\_\_\_\_\_  
[GRANTOR'S NAME]

*This instrument was prepared based on information furnished by the parties, and no independent title search has been made.*

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_ by [GRANTOR'S NAME].

\_\_\_\_\_  
Notary Public, State of Texas

**DEED OF TRUST TO SECURE ASSUMPTION**

**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.**

**Basic Information**

**Date:** \_\_\_\_\_

**Grantor:** [GRANTOR'S NAME]

**Grantor's Mailing Address:** [GRANTOR'S ADDRESS]

**Trustee:** [TRUSTEE'S NAME]

**Trustee's Mailing Address:** [TRUSTEE'S ADDRESS]

**Beneficiary:** [BENEFICIARY'S NAME]

**Beneficiary's Mailing Address:** [BENEFICIARY'S ADDRESS]

**Note and Deed of Trust Assumed:**

Date: \_\_\_\_\_

Original principal amount: \$ \_\_\_\_\_

Maker and Grantor: \_\_\_\_\_

Payee and Beneficiary: \_\_\_\_\_

Recording information: \_\_\_\_\_

**Property (including any improvements):**

[LEGAL DESCRIPTION]

**Prior Lien[s]:**

[PRIOR LIEN INFO]

**Other Exceptions to Conveyance and Warranty:** \_\_\_\_\_

**Consideration:** Beneficiary has conveyed the property to Grantor, who as part of the consideration promised to pay the note assumed and to be bound by the deed of trust assumed.

**A. Granting Clause**

For value received and to secure Grantor's assumption, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the other exceptions to conveyance and warranty. If Grantor performs all the covenants of the note and deed of trust assumed and if Beneficiary has not filed a notice of advancement, a release of the deed of trust assumed will release this deed of trust to secure assumption and Beneficiary's vendor's lien.

**B. Grantor's Obligations**

Grantor agrees to –

- B.1. perform all the covenants of the Note and Deed of Trust assumed; and
- B.2. notify Beneficiary and Lender of any change of address.

**C. Beneficiary's Rights**

C.1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

C.2. If Grantor fails to perform any of Grantor's obligations under the note assumed or deed of trust assumed, Beneficiary may perform those obligations, advance funds required, and then be reimbursed by Grantor on demand for any amounts so advanced, including attorney's fees, plus interest on those amounts from the dates of payment at the highest legal rate. The amount to be reimbursed will be secured by this deed of trust to secure assumption.

C.3. Beneficiary may file a sworn notice of such advancement in the office of the county clerk in the county in which the property is located. The notice will detail the dates, amounts, and purposes of the amounts advanced and the legal description of the property.

C.4. If Grantor fails on demand to reimburse Beneficiary for the amounts advanced and such failure continues after Beneficiary gives Grantor notice of the failure and the time within which it must be cured, to the extent required by law or by written agreement, Beneficiary may –

- a. exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect;
- b. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- c. purchase the property at any foreclosure sale by offering the highest bid

and then have the bid credited to the amount owed to Beneficiary.

#### **D. Trustee's Rights and Duties**

If directed by Beneficiary to foreclose this lien, Trustee will –

D.1. either personally or by agent give notice of the foreclosure sale as required by this deed of trust to secure assumption and the Texas Property Code as then in effect;

D.2. sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the prior lien and to the other exceptions to conveyance and warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order –

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Beneficiary, the full amount advanced, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust to secure assumption, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

#### **E. General Provisions**

E.1. If any of the property is sold under this deed of trust to secure assumption, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the property will be presumed to be true.

E.3. Proceeding under this deed of trust to secure assumption, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will be superior to liens later created even if Beneficiary has made no advancements when later liens are created.

E.5. If any portion of the advancements cannot be lawfully secured by this deed of trust to secure assumption, payments will be applied first to discharge that portion.

E.6. A sale of the property under this deed of trust to secure assumption-



- a. is subject to Grantor's continuing obligation to make all payments owing on the note assumed and to perform all obligations under the deed of trust assumed; and
- b. does not extinguish Trustee's right to conduct subsequent sales of the property for future Grantor defaults under this deed of trust to secure assumption.

E.7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the note assumed and performance of the deed of trust assumed, but if the rent exceeds the amount due with respect to the note and deed of trust assumed, Grantor may retain the excess. If a default exists in payment of the note assumed or performance of this deed of trust to secure assumption or of the deed of trust assumed, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust to secure assumption will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. Any action taken under this deed of trust to secure assumption will not extinguish the rights of Beneficiary to proceed against Grantor under the indemnity contained in the deed by which Grantor assumed the note and deed of trust assumed.

E.10. When the context requires, singular nouns and pronouns include the plural.

E.11. This deed of trust to secure assumption binds, benefits, and may be enforced by the successors in interest of all parties.

E.12 Grantor waives and surrenders to Beneficiary (a) Grantor's power to authorize anyone (other than Beneficiary or Grantor) to pay ad valorem taxes on the property and (b) Grantor's power to authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary. Grantor agrees and declares that any authorization from Grantor to another (other than Beneficiary) to pay the taxes and transfer a tax lien on the property is void.

\_\_\_\_\_  
[GRANTOR'S NAME]

*This instrument was prepared based on information furnished by the parties, and no independent title search has been made.*

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by [GRANTOR'S NAME].

\_\_\_\_\_  
Notary Public, State of Texas

**SPECIAL WARRANTY DEED WITH  
ENCUMBRANCE FOR OWELTY OF PARTITION**

**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.**

**Date:** \_\_\_\_\_

**Grantor:** [GRANTOR'S NAME]

**Grantor's Mailing Address:** [GRANTOR'S ADDRESS]

**Grantee:** [GRANTEE'S NAME]

**Grantee's Mailing Address:** [GRANTEE'S ADDRESS]

**Consideration:**

Ten dollars and other good and valuable consideration paid by Grantee to Grantor, receipt and sufficiency of which are hereby acknowledged and:

- a. the execution and delivery by Grantee to Grantor of one certain Real Estate Lien Note in the principal sum of \$ \_\_\_\_\_, payable to the order of Grantor, dated \_\_\_\_\_, and secured by a vendor's lien, a lien for owelty, and superior title retained and additionally secured by deed of trust executed by Grantee herein.

**Property (including any improvements):**

[LEGAL DESCRIPTION]

**Reservations from Conveyance and Exceptions to Conveyance and Warranty:**

Grantor reserves the lien for owelty and superior title to the property until the Real Estate Lien Note payable to Grantor has been paid in full. This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

**Conveyance:**

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by,

through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

Grantor assigns to Grantee the casualty insurance policy on the property, all utility deposits for utility services at the property, and all funds held in escrow for payment of taxes and insurance premiums.

When the context requires, singular nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes due on the property for the current year.

**Encumbrance for Owelty of Partition:**

Grantor and Grantee are joint owners of the property by virtue of a deed dated \_\_\_\_\_ and recorded in volume \_\_\_\_\_, page \_\_\_\_\_, of the Deed Records of \_\_\_\_\_ County, Texas. The property is the family homestead of Grantor and Grantee, who are parties in a suit for divorce styled "\_\_\_\_\_", Cause No. \_\_\_\_\_, in \_\_\_\_\_ Judicial District Court of \_\_\_\_\_ County, Texas. As an incident to the divorce proceeding, Grantor and Grantee have agreed that Grantee will acquire the full fee simple title in and to the homestead and that a debt in the amount of \$\_\_\_\_\_ will be created in favor of Grantor and a lien or owelty of partition will be fixed on the entirety of the homestead to secure the debt. Grantee specifically acknowledges that the lien or owelty of partition is on the entirety of the property and is superior to Grantee's rights of use and occupancy of the property as Grantee's homestead or otherwise.

Grantee joins in the execution of this deed for the purpose of accepting delivery thereof and acknowledging this agreement and the validity of the deed of trust lien, vendor's lien, and lien for owelty created herein on the property and the priority and superiority of the liens to any right of use, occupancy, and homestead that [he/she] may have, hold, or claim in and to the entirety of the property.

Grantee agrees to provide proof of payment (including escrows) of all obligations paid under the assumed note to Grantor on request. Grantee and Grantor agree to provide each other with ongoing access to all passwords and ongoing online access related to the assumed note. Grantor and Grantee agree to forward a copy of any and all correspondence from the underlying Lender to the other party within five business days of receipt.

---

[GRANTOR'S NAME]

---

[GRANTEE'S NAME]

*This instrument was prepared based on information furnished by the parties, and no independent title search has been made.*

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_ by  
[GRANTOR'S NAME].

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_ by  
[GRANTEE'S NAME].

\_\_\_\_\_  
Notary Public, State of Texas

**DEED OF TRUST TO SECURE OWELTY OF PARTITION**

**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.

**Basic Information**

**Date:** \_\_\_\_\_

**Grantor:** [GRANTOR'S NAME]

**Grantor's Mailing Address:** [GRANTOR'S ADDRESS]

**Trustee:** [TRUSTEE'S NAME]

**Beneficiary:** [BENEFICIARY'S NAME]

**Beneficiary's Mailing Address:** [BENEFICIARY'S ADDRESS]

**Note:**

Date: \_\_\_\_\_

Original principal amount: \$ \_\_\_\_\_

Maker: [GRANTOR'S NAME]

Payee: [BENEFICIARY'S NAME]

Maturity Date: \_\_\_\_\_

**Property (including any improvements):**

[LEGAL DESCRIPTION]

**Prior Lien[s]:**

[PRIOR LIENS]

**Other Exceptions to Conveyance and Warranty:** \_\_\_\_\_

**A. Granting Clause**

For value received and to secure payment of the note given pursuant to the owelty agreement between the parties as set forth in the Special Warranty Deed with Encumbrance for Owelty of Partition, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the other exceptions to conveyance and

warranty. On payment of the note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Beneficiary will release it at Grantor's expense.

## **B. Grantor's Obligations**

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the property, revenues generated by the property, and operations on the property that Beneficiary reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Beneficiary, and as to property loss, that are payable to Beneficiary under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Beneficiary before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to –

- a. keep the property in good repair and condition;
- b. pay all taxes and assessments on the property before delinquency, not authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the property subject to the other exceptions to conveyance and warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Beneficiary of any change of address.

## **C. Beneficiary's Rights**

C.1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Beneficiary may apply any proceeds received under the property insurance policies covering the property either to reduce the note or to repair or replace damaged or

destroyed improvements covered by the policy. If the property is Grantor's primary residence and Beneficiary reasonably determines that repairs to the improvements are economically feasible, Beneficiary will make the insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the note or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Beneficiary with respect to the note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

#### C.6. **COLLATERAL PROTECTION INSURANCE NOTICE**

**In accordance with the provisions of section 307.052(a) of the Texas Finance Code, Beneficiary hereby notifies Grantor as follows:**

**(A) Grantor is required to:**

- (i) keep the collateral insured against damage in the amount Beneficiary specifies;**
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
- (iii) name Beneficiary as the person to be paid under the policy in the event of a loss;**

**(B) Grantor must, if required by Beneficiary, deliver to Beneficiary a copy of the policy and proof of the payment of premiums; and**

**(C) if Grantor fails to meet any requirement listed in Paragraph (A) or (B), Beneficiary may obtain collateral protection insurance on behalf of Grantor at Grantor's expense.**

C.7. If a default exists in payment of the note or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may –

- a. declare the unpaid principal balance and earned interest on the note immediately due;
- b. exercise Beneficiary's rights with respect to rent under the Texas Property



Code, as then in effect;

- c. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

C.8. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

#### **D. Trustee's Rights and Duties**

If directed by Beneficiary to foreclose this lien, Trustee will –

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order –

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

#### **E. General Provisions**

E.1. If any of the property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any

other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.

E.5. If any portion of the note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Beneficiary all amounts payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Beneficiary will either release any remaining amounts to Grantor or apply such amounts to reduce the note. Beneficiary will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the property.

E.7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the note and performance of this deed of trust, but if the rent exceeds the amount due with respect to the note and the deed of trust, Grantor may retain the excess. If a default exists in payment of the note or performance of this deed of trust, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the note immediately payable and invoke any remedies provided in this deed of trust for default. If the property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the

property; (b) creation of a purchase-money security interest for household appliances; (c) grant of a leasehold interest of three years or less without an option to purchase; (d) transfer to a spouse or children of Grantor; (e) transfer to a relative of Grantor on Grantor's death; (f) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the property; or (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the property.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term note includes all extensions, modifications, and renewals of the note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by successors in interest of all parties.

E.14. If Grantor and Maker are not the same person, the term Grantor includes Maker.

E.15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this deed of trust if an attorney is retained for its enforcement.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. Grantor hereby grants Beneficiary a right of first refusal with respect to Grantor's power to authorize any third party (other than Beneficiary pursuant to its right as set forth in this instrument) to pay ad valorem taxes on the property and authorize a taxing entity to transfer its tax lien on the property to that third party. Grantor's authorization to any third party (other than Beneficiary) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Beneficiary, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Beneficiary's right as set forth in this instrument.

E.19. Grantor represents that this deed of trust and the note are given for the following purposes:

This deed of trust is given to impose an owelty of partition against the entirety of the property in order to comply with the Final Decree of Divorce in Cause No. \_\_\_\_\_, rendered by \_\_\_\_\_ Judicial District Court of \_\_\_\_\_ County, Texas, styled "\_\_\_\_\_."

\_\_\_\_\_  
[GRANTOR'S NAME]

*This instrument was prepared based on information furnished by the parties, and no independent title search has been made.*

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_ by [GRANTOR'S NAME].

\_\_\_\_\_  
Notary Public, State of Texas

**REAL ESTATE LIEN NOTE****Basic Information**

Date: \_\_\_\_\_

Maker: [MAKER'S NAME]

Maker's Mailing Address: [MAKER'S ADDRESS]

Payee: [PAYEE'S NAME], as [his/her] sole and separate property and estate

Place for Payment: [ADDRESS]

Principal Amount: \$ \_\_\_\_\_

Annual Interest Rate: \_\_\_\_\_%

Annual Interest Rate On Matured, Unpaid Amounts: \_\_\_\_\_%

Terms of Payment (principal and interest):

[TERMS OF PAYMENT]

Security For Payment:

**Promise to Pay**

Maker promises to pay to the order of Payee the principal amount plus interest at the annual interest rate. This note is payable at the place for payment and according to the terms of payment. All unpaid amounts are due by the maturity date. If any amount is not paid either when due under the terms of payment or on acceleration of maturity, Maker promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the annual interest rate on matured, unpaid amounts.

**Prepayment Clause**

Maker may prepay this note in any amount at any time before the maturity date without penalty or premium. Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

**Defaults and Remedies**

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Payee may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due and may exercise all other rights and remedies available at law or in equity.

### Waivers

Maker and each surety, endorser, and guarantor waive, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest, and (7) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

### Attorney's Fees

Maker also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the annual interest rate on matured, unpaid amounts. Maker will pay Payee these expenses and interest on demand at the place for payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

### Usury Savings

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal amount or, if the principal amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the principal amount or, if the principal amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

### Other Clauses

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

This note is given to evidence the indebtedness imposed on Maker by the Final Decree of Divorce entered in Cause No. \_\_\_\_\_, "*In the Matter of the Marriage of* \_\_\_\_\_" in the \_\_\_\_\_ Judicial District Court of \_\_\_\_\_ County, Texas, styled.

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[MAKER'S NAME], Maker

Application for Texas Title and/or Registration

Applying for (please check one):
Title & Registration Title Only Registration Purposes Only Nontitle Registration
TAX OFFICE USE ONLY
County: Doc #:
SPV Appraisal Value \$
1. Vehicle Identification Number 2. Year 3. Make 4. Body Style 5. Model 6. Major Color 7. Minor Color
8. Texas License Plate No. 9. Odometer Reading (no tenths) 10. This is the Actual Mileage unless the mileage is:
Not Actual Exceeds Mechanical Limits Exempt
11. Empty Weight 12. Carrying Capacity (if any)
13. Applicant Type
Individual Business Government Trust Non-Profit
14. Applicant Photo ID Number or FEIN/EIN
15. ID Type
U.S. Driver License/ID Card (issued by: ) NATO ID U.S. Dept. of State ID
Passport (issued by: ) U.S. Military ID U.S. Dept. of Homeland Security ID
U.S. Citizenship & Immigration Services/DOJ ID Other Military Status of Forces Photo ID
16. Applicant First Name (or Entity Name) Middle Name Last Name Suffix (if any)
17. Additional Applicant First Name (if applicable) Middle Name Last Name Suffix (if any)
18. Applicant Mailing Address City State Zip 19. Applicant County of Residence
20. Previous Owner Name (or Entity Name) City State 21. Dealer GDN (if applicable) 22. Unit No. (if applicable)
23. Renewal Recipient First Name (or Entity Name) (if different) Middle Name Last Name Suffix (if any)
24. Renewal Notice Mailing Address (if different) City State Zip
25. Applicant Phone Number (optional) 26. Email (optional) 27. Registration Renewal eReminder
Yes (Provide Email in #26) 28. Communication Impediment?
Yes (Attach Form VTR-216)
29. Vehicle Location Address (if different) City State Zip
30. Multiple (Additional) Liens 31. Electronic Title Request 32. Certified/eTitle Lienholder ID Number (if any) 33. First Lien Date (if any)
Yes (Attach Form VTR-267) Yes (Cannot check #30)
34. First Lienholder Name (if any) Mailing Address City State Zip
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT
I hold Motor Vehicle Retailer (Rental) Permit No. and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c))
I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number
36. Trade-In (if any) Year Make Vehicle Identification Number 37. Additional Trade-In(s)
Yes (Complete) Yes
38. Check only if applicable: SALES AND USE TAX COMPUTATION
(a) Sales Price (\$ rebate has been deducted) \$
(b) Less Trade-in Amount, described in Box 36 above \$( )
(c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Box 36 above \$( )
(d) Taxable Amount (Item a minus Item b or Item c) \$
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$
(f) Late Tax Payment Penalty 5% or 10% \$
(g) Tax Paid to (STATE) \$
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$
\$90 New Resident Tax – (Previous State)
\$5 Even Trade Tax
\$10 Gift Tax – Attach Comptroller Form 14-317
\$65 Rebuilt Salvage Fee
2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)
1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)
Exemption claimed under the Motor Vehicle Sales and Use Tax Law because:
\$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)

CERTIFICATION – State law makes falsifying information a third degree felony

I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).
( Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.

Signature(s) of Seller(s), Donor(s), or Trader(s) Printed Name(s) (Same as Signature(s)) Date
Signature of Applicant/Owner Printed Name (Same as Signature) Date
Signature(s) of Additional Applicant(s)/Owner(s) Printed Name(s) (Same as Signature(s)) Date

# Application for Texas Title and/or Registration

## General Instructions

**With a few exceptions, you are entitled to be informed about the information the department collects about you. The Texas Government Code entitles you to receive and review the information and to request that the department correct any information about you that is incorrect. Please contact the Texas Department of Motor Vehicles at 1-888-368-4689 or 512-465-3000 for details.**

This form must be completed and submitted to a county tax assessor-collector's office accompanied by any required application fee, supporting documents, registration fee, if applicable, and any motor vehicle tax due. An application form may be reproduced or faxed. A completed form must contain the original signature of the buyer. The seller's signature may be reproduced or faxed. All title applications must include one of the government-issued photo IDs listed in Box 15. Detailed instructions for completing this form are located in the *Detailed Instructions for Application for Texas Title and/or Registration* (Form VTR-130-UIF).

### AVAILABLE HELP

- For assistance in completing this form, contact your county tax assessor-collector.
- For information about motor vehicle sales and use tax or emission fees, contact the Texas Comptroller of Public Accounts, Tax Assistance Section, at 1-800-252-1382 toll free nationwide or call 512-463-4600.
- For title or registration information, contact your county tax assessor-collector or the Texas Department of Motor Vehicles at 1-888-368-4689 or 512-465-3000.

## Additional Details

**Title Only:** License plates and registration insignia previously issued for this motor vehicle must be surrendered in accordance with Transportation Code §501.0275, if applicable, unless this vehicle displays a license plate under an applicable status of forces agreement. The following types of vehicles are not eligible for Title Only: construction machinery (unconventional vehicles), water well drilling units, machinery used exclusively for drilling water wells, construction machinery not designed to transport persons or property, implements of husbandry, farm equipment (including combines), golf carts, slow moving vehicles, or any vehicle with a suspended or revoked title.

**Registration Purposes Only:** Do not surrender an original out of state title with this application. A Texas title will NOT be issued for a vehicle applying for Registration Purposes Only. The receipt issued upon filing this application will serve as the registration receipt and proof of application for Registration Purposes Only.

- **Foreign Vehicles:** Foreign vehicles applying for Registration Purposes Only must attach DOT Form HS-7 or U.S. Customs Form CF-7501 to indicate the vehicle is: 1) over 25 years old, or 2) complies with Federal Motor Vehicle Safety Standards, or 3) is being imported in the United States for a temporary period by a nonresident or a member of the armed forces of a foreign country on assignment in the U.S., and does not conform to the Federal Motor Vehicle Standards and cannot be sold in the U.S.

**Nontitle Registration:** Certain trailers, farm equipment, construction machinery, oil well servicing machinery, water well drilling units, etc. are either exempt from, or not eligible for title, but are eligible for, or required to, obtain registration or a specialty plate in order to operate on the highway. Applicants should mark this box only when applicable. **Note:** A lien cannot be recorded on this type of application.

**Out of State Vehicles:** If the applicant certifies the vehicle is located out of state, self-certification of the Vehicle Identification Number (VIN) is allowed if a VIN verification form issued by a Texas state-approved safety inspection station is not included with the submission of this application. See *Vehicle Identification Number Certification* (Form VTR-270) for more information.

## Notice

- The sales and use tax must be paid to the county tax assessor-collector within 30 days from the date of purchase or entry of the vehicle into Texas.
- A \$2.50 transfer fee is paid to transfer current registration to the new owner in addition to the title application fee and other applicable fees. If the registration is not current, full registration fees are due unless applying for Title Only.
- A 6.25 percent motor vehicle sales and use tax is imposed on the sales price (less trade-in allowance) of motor vehicles for use in Texas or a motor vehicle purchased outside of the state and later brought into this state by a Texas resident.
- Standard Presumptive Value (SPV) applies to private-party sales of most used motor vehicles purchased or brought into Texas. The tax is computed on the greater of the sales price or 80 percent of the SPV on the day of title application.
- New Texas residents are subject to a \$90 use tax on a vehicle brought into this state that was previously registered to the new resident in another state or foreign country. This is in lieu of the 6.25 percent use tax imposed on a Texas resident.
- A \$10 gift tax is due when a person receives a motor vehicle as a gift from an immediate family member, guardian, or a decedent's estate. A vehicle donated to, or given by, a non-profit service organization qualifying under IRC 501(c)(3) is also taxed as a gift. Both donor and recipient must sign the Comptroller's joint affidavit, *Affidavit of Motor Vehicle Gift Transfer* (Form 14-317). The affidavit and the title application must be submitted in person by either the donor or recipient.
- A transaction in which a motor vehicle is transferred to another person without payment of consideration and one that does not qualify as a gift described above is a sale and will be subject to tax calculated on the vehicle's standard presumptive value.
- A late penalty equal to 5 percent of the tax will be charged if the tax or surcharge is paid from 1 to 30 calendar days late. If more than 30 calendar days late, the penalty will be 10 percent of the tax; minimum penalty is \$1.
- In addition to the late tax payment penalty, Texas Transportation Code provides for an escalating delinquent transfer penalty of up to \$250 for failure to apply for title within 30 days from the date of title assignment. Submit this application along with proper evidence of ownership and appropriate valid proof of financial responsibility such as a liability insurance card or policy.
- All new residents applying for a Texas title and registration for a motor vehicle must file at a county tax assessor-collector's office within 30 days of establishing residency. Texas law requires that all vehicles previously registered and titled or registered in another state or country be inspected for safety and the vehicle identification number verified before such vehicles may be registered in Texas. These inspections must be made by a state appointed safety inspection station that will complete a Texas Vehicle Inspection Report. This form must be submitted to a county tax assessor-collector with your application for registration and Texas title.



STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

**POWER OF ATTORNEY TO TRANSFER MOTOR VEHICLE**

I, [GRANTOR], of the state and county named above, for good and valuable consideration, constitute and appoint [GRANTEE], of the state of Texas and \_\_\_\_\_ County, my agent and attorney in fact, in my name, place, and stead, to convey and transfer all of my right, title, and interest in one [YEAR/MAKE/MODEL] motor vehicle, vehicle identification number [VIN #], to whomever she may desire and to execute, in my name as my attorney in fact, any and all instruments necessary for the conveyance and transfer.

SIGNED on \_\_\_\_\_.

\_\_\_\_\_  
[GRANTOR]

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, by [GRANTOR].

\_\_\_\_\_  
Notary Public, State of Texas

**JOINT MOTION TO REOPEN CASE AND  
ENTER QUALIFIED DOMESTIC RELATIONS ORDER**

This *Joint Motion to Reopen Case and Enter Qualified Domestic Relations Order* is brought by [NAME], Petitioner, and [NAME], Respondent, who, in support show this Honorable Court:

1. On [DATE], this Court rendered a *Final Decree of Divorce* dissolving the marriage of Petitioner and Respondent.
2. Thirty days have passed since the entry of the *Final Decree of Divorce*.
3. Plenary power of this Court has expired, and this *Joint Motion to Reopen Case and Enter Qualified Domestic Relations Order* is filed to reopen the case and present a *Qualified Domestic Relations Order* to the Court for approval.
4. The *Qualified Domestic Relations Order* has been signed by both parties and is attached hereto as **Exhibit "A,"** and hereby incorporated by reference for all purposes herein.
5. This *Joint Motion to Reopen Case and Enter Qualified Domestic Relations Order* is in accordance with TEXAS FAMILY CODE Section 9, Subchapter B, Section 9.102.
6. Petitioner and Respondent pray the Court grant this *Joint Motion to Reopen Case and Enter Qualified Domestic Relations Order* limited to the issues relating to entry of the *Qualified Domestic Relations Order*.
7. Petitioner and Respondent pray for all further relief authorized by law.

INCOME WITHHOLDING FOR SUPPORT

OMB 0970-0154
Expiration Date: 09/30/2023

I. Sender Information: (Completed by the Sender)

Date: \_\_\_\_\_

[ ] INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT

[ ] AMENDED IWO

[ ] (IWO) ONE-TIME ORDER/NOTICE FOR LUMP SUM PAYMENT

[ ] TERMINATION OF IWO

[ ] Child Support Enforcement (CSE) Agency [ ] Court [ ] Attorney [ ] Private Individual/Entity (Check One)

NOTE: This IWO must be regular on its face. Under certain circumstances you must reject this IWO and return it to the sender (see IWO instructions www.acf.hhs.gov/css/resource/income-withholding-for-support-instructions). If you receive this document from someone other than a state or tribal CSE agency or a court, a copy of the underlying support order must be attached.

State/Tribe/Territory \_\_\_\_\_

Remittance ID (include w/payment) \_\_\_\_\_

City/County/Dist./Tribe \_\_\_\_\_

Order ID \_\_\_\_\_

Private Individual Entity \_\_\_\_\_

Case ID \_\_\_\_\_

II. Employer and Case Information: (Completed by the Sender)

Employer/Income Withholder's Name \_\_\_\_\_

RE: \_\_\_\_\_

Employee/Obligor's Name (Last, First, Middle) \_\_\_\_\_

Employer/Income Withholder's Address \_\_\_\_\_

Employee/Obligor's Social Security Number \_\_\_\_\_

\_\_\_\_\_

Employee/Obligor's Date of Birth \_\_\_\_\_

Custodial Party/Obligee's Name (Last, First, Middle) \_\_\_\_\_

Employer/Income Withholder's FEIN \_\_\_\_\_

Child(ren)'s Name(s) (Last, First, Middle) \_\_\_\_\_

Child(ren)'s Birth Date(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

III. Order Information: (Completed by the Sender)

This document is based on the support order from \_\_\_\_\_ (State/Tribe).

You are required by law to deduct these amounts from the employee/obligor's income until further notice.

\$ \_\_\_\_\_ Per \_\_\_\_\_ current child support

\$ \_\_\_\_\_ Per \_\_\_\_\_ past-due child support - Arrears greater than 12 weeks? [ ] Yes [ ] No

\$ \_\_\_\_\_ Per \_\_\_\_\_ current cash medical support

\$ \_\_\_\_\_ Per \_\_\_\_\_ past-due cash medical support

\$ \_\_\_\_\_ Per \_\_\_\_\_ current spousal support

\$ \_\_\_\_\_ Per \_\_\_\_\_ past-due spousal support

\$ \_\_\_\_\_ Per \_\_\_\_\_ other (must specify) \_\_\_\_\_

for a Total Amount to Withhold of \$ \_\_\_\_\_ per \_\_\_\_\_

IV. Amounts to Withhold: (Completed by the Sender)

You do not have to vary your pay cycle to be in compliance with the Order Information. If your pay cycle does not match the ordered payment cycle, withhold one of the following amounts:

\$ \_\_\_\_\_ per weekly pay period \$ \_\_\_\_\_ per semimonthly pay period (twice a month)

\$ \_\_\_\_\_ per biweekly pay period (every two weeks) \$ \_\_\_\_\_ per monthly pay period

\$ \_\_\_\_\_ Lump Sum Payment: Do not stop any existing IWO unless you receive a termination order.

PAPERWORK REDUCTION ACT OF 1995 (Pub. L. 104-13) STATEMENT OF PUBLIC BURDEN: The purpose of this information collection is to provide uniformity and standardization. Public reporting burden for this collection of information is estimated to average two to five minutes per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. This is a mandatory collection of information in accordance with 45 CFR 303.100 of the Child Support Enforcement Program. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information subject to the requirements of the Paperwork Reduction Act of 1995, unless it displays a currently valid OMB control number. If you have any comments on this collection of information, please contact the Employer Services Team by email at employerservices@acf.hhs.gov.

Employer/Income Withholder's Name: \_\_\_\_\_ Employer/Income Withholder's FEIN: \_\_\_\_\_

Employee/Obligor's Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Case ID: \_\_\_\_\_ Order ID: \_\_\_\_\_

**V. Remittance Information: (Completed by the Sender except for the "Return to Sender" check box.)**

If the employee/obligor's principal place of employment is \_\_\_\_\_ (State/Tribe), you must begin withholding no later than the first pay period that occurs \_\_\_\_\_ days after the date of \_\_\_\_\_ of the order/notice. Send payment within \_\_\_\_\_ business days of the pay date. If you cannot withhold the full amount of support for any or all orders for this employee/obligor, withhold \_\_\_\_\_ % of disposable income for all orders. If the employee/obligor's principal place of employment is not \_\_\_\_\_ (State/Tribe), obtain withholding limitations, time requirements, the appropriate method to allocate among multiple child support cases/orders and any allowable employer fees from the jurisdiction of the employee/obligor's principal place of employment.

State-specific withholding limit information is available at [www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements](http://www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements). For tribe-specific contacts, payment addresses, and withholding limitations, please contact the tribe at [www.acf.hhs.gov/sites/default/files/programs/css/tribal\\_agency\\_contacts\\_printable\\_pdf.pdf](http://www.acf.hhs.gov/sites/default/files/programs/css/tribal_agency_contacts_printable_pdf.pdf) or [www.bia.gov/tribalmap/DataDotGovSamples/tld\\_map.html](http://www.bia.gov/tribalmap/DataDotGovSamples/tld_map.html).

You may not withhold more than the lesser of: 1) the amounts allowed by the Federal Consumer Credit Protection Act (CCPA) [15 USC §1673 (b)]; or 2) the amounts allowed by the law of the state of the employee/obligor's principal place of employment if the place of employment is in a state; or the tribal law of the employee/obligor's principal place of employment if the place of employment is under tribal jurisdiction. The CCPA is available at [www.dol.gov/sites/dolgov/files/WHD/legacy/files/garn01.pdf](http://www.dol.gov/sites/dolgov/files/WHD/legacy/files/garn01.pdf). If the Order Information section does not indicate that the arrears are greater than 12 weeks, then the employer should calculate the CCPA limit using the lower percentage.

If there is more than one IWO against this employee/obligor and you are unable to fully honor all IWOs due to federal, state, or tribal withholding limits, you must honor all IWOs to the greatest extent possible, giving priority to current support before payment of any past-due support.

If the obligor is a nonemployee, obtain withholding limits from the **Supplemental Information** section in this IWO. This information is also available at [www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements](http://www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements).

**Remit payment to** \_\_\_\_\_ (SDU/Tribal Order Payee)  
at \_\_\_\_\_ (SDU/Tribal Payee Address)  
Include the Remittance ID with the payment and if necessary this locator code of the SDU/Tribal order payee \_\_\_\_\_ on the payment.  
To set up electronic payments or to learn state requirements for checks, contact the State Disbursement Unit (SDU). Contacts and information are found at [www.acf.hhs.gov/css/resource/sdu-eft-contacts-and-program-requirements](http://www.acf.hhs.gov/css/resource/sdu-eft-contacts-and-program-requirements).

**Return to Sender (Completed by Employer/Income Withholder).** Payment must be directed to an SDU in accordance with sections 466(b)(5) and (6) of the Social Security Act or Tribal Payee (see Payments in Section VI). If payment is not directed to an SDU/Tribal Payee or this IWO is not regular on its face, you must check this box and return the IWO to the sender.

**If Required by State or Tribal Law:**  
Signature of Judge/Issuing Official: \_\_\_\_\_  
Print Name of Judge/Issuing Official: \_\_\_\_\_  
Title of Judge/Issuing Official: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

If the employee/obligor works in a state or for a tribe that is different from the state or tribe that issued this order, a copy of this IWO must be provided to the employee/obligor.

If checked, the employer/income withholder must provide a copy of this form to the employee/obligor.

Employer/Income Withholder's Name: \_\_\_\_\_ Employer/Income Withholder's FEIN: \_\_\_\_\_

Employee/Obligor's Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Case ID: \_\_\_\_\_ Order ID: \_\_\_\_\_

**VI. Additional Information for Employers/Income Withholders: (Completed by the Sender)**

**Priority:** Withholding for support has priority over any other legal process under State law against the same income (section 466(b)(7) of the Social Security Act). If a federal tax levy is in effect, please notify the sender.

**Payments:** You must send child support payments payable by income withholding to the appropriate State Disbursement Unit or to a tribal CSE agency within 7 business days, or fewer if required by state law, after the date the income would have been paid to the employee/obligor and include the date you withheld the support from his or her income. You may combine withheld amounts from more than one employee/obligor's income in a single payment as long as you separately identify each employee/obligor's portion of the payment. Child support payments may not be made through the federal Office of Child Support Enforcement (OCSE) Child Support Portal.

**Lump Sum Payments:** You may be required to notify a state or tribal CSE agency of upcoming lump sum payments to this employee/obligor such as bonuses, commissions, or severance pay. Contact the sender to determine if you are required to report and/or withhold lump sum payments. Employers/income withholders may use OCSE's Child Support Portal ([ocsp.acf.hhs.gov/csp/](http://ocsp.acf.hhs.gov/csp/)) to provide information about employees who are eligible to receive lump sum payments and to provide contacts, addresses, and other information about their companies. Child support payments may not be made through the federal OCSE Child Support Portal.

**Liability:** If you have any doubts about the validity of this IWO, contact the sender. If you fail to withhold income from the employee/obligor's income as the IWO directs, you are liable for both the accumulated amount you should have withheld and any penalties set by state or tribal law/procedure. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Anti-discrimination:** You are subject to a fine determined under state or tribal law for discharging an employee/obligor from employment, refusing to employ, or taking disciplinary action against an employee/obligor because of this IWO.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Supplemental Information:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer/Income Withholder's Name: \_\_\_\_\_ Employer/Income Withholder's FEIN: \_\_\_\_\_

Employee/Obligor's Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Case ID: \_\_\_\_\_ Order ID: \_\_\_\_\_

**VII. Notification of Employment Termination or Income Status: (Completed by the Employer/Income Withholder)**

If this employee/obligor never worked for you or you are no longer withholding income for this employee/obligor, you must promptly notify the CSE agency and/or the sender by returning this form to the address listed in the **Contact Information** section below or using OCSE's Child Support Portal ([ocsp.acf.hhs.gov/csp/](http://ocsp.acf.hhs.gov/csp/)). Please report the new employer or income withholder, if known.

This person has never worked for this employer nor received periodic income.

This person no longer works for this employer nor receives periodic income.

Please provide the following information for the employee/obligor:

Termination date: \_\_\_\_\_ Last known telephone number: \_\_\_\_\_

Last known address: \_\_\_\_\_  
\_\_\_\_\_

Final payment date to SDU/Tribal Payee: \_\_\_\_\_ Final payment amount: \_\_\_\_\_

New employer's or income withholder's name: \_\_\_\_\_

New employer's or income withholder's address: \_\_\_\_\_  
\_\_\_\_\_

**VIII. Contact Information: (Completed by the Sender)**

**To Employer/Income Withholder:** If you have questions, contact \_\_\_\_\_ (sender name) by telephone: \_\_\_\_\_, by fax: \_\_\_\_\_, by email or website: \_\_\_\_\_.

Send termination/income status notice and other correspondence to: \_\_\_\_\_ (sender address).

**To Employee/Obligor:** If the employee/obligor has questions, contact \_\_\_\_\_ (sender name) by telephone: \_\_\_\_\_, by fax: \_\_\_\_\_, by email or website: \_\_\_\_\_.

IMPORTANT: The person completing this form is advised that the information may be shared with the employee/obligor.

**Encryption Requirements:**

When communicating this form through electronic transmission, precautions must be taken to ensure the security of the data. Child support agencies are encouraged to use the electronic applications provided by the federal Office of Child Support Enforcement. Other electronic means, such as encrypted attachments to emails, may be used if the encryption method is compliant with Federal Information Processing Standard (FIPS) Publication 140-2 (FIPS PUB 140-2).

## INCOME WITHHOLDING FOR SUPPORT - Instructions

The Income Withholding for Support (IWO) is the OMB-approved form used for income withholding in:

- Tribal, intrastate, and interstate cases enforced under Title IV-D of the Social Security Act
- All child support orders initially issued in the state on or after January 1, 1994
- All child support orders initially issued (or modified) in the state before January 1, 1994, if arrearages occur

This form is the standard format prescribed by the Secretary in accordance with section 466(b)(6)(a)(ii) of the Social Security Act. **Except as noted, the following information is required and must be included.**

**Please note:**

- For the purpose of this IWO form and these instructions, "state" is defined as a state or territory.
- Dos and don'ts on using this form are found at [www.acf.hhs.gov/css/resource/using-the-income-withholding-for-support-form-dos-and-donts](http://www.acf.hhs.gov/css/resource/using-the-income-withholding-for-support-form-dos-and-donts).

### I. Sender Information: (Completed by the Sender) Check one box for fields 1a – 1d.

1a. **Income Withholding Order/Notice for Support (IWO).** Check the box if this is an initial IWO.

1b. **Amended IWO.** Check the box to indicate that this form amends a previous IWO. Any changes to an IWO must be done through an amended IWO.

1c. **One-Time Order/Notice For Lump Sum Payment.** Check the box when this IWO is to attach a one-time collection of a lump sum payment after receiving notification from an employer/income withholder or other source. When this box is checked, enter the amount in field 14, Lump Sum Payment, in the Amounts to Withhold section. Additional IWOs must be issued to collect subsequent lump sum payments.

1d. **Termination of IWO.** Check the box to stop income withholding on a child support order. Complete all applicable identifying information to aid the employer/income withholder in terminating the correct IWO.

1e. **Date.** Date this form is completed and/or signed.

1f. **Child Support Enforcement (CSE) Agency, Court, Attorney, Private Individual/Entity (Check one box).** Check the appropriate box to indicate which entity is sending the IWO. If this IWO is **not** completed by a state or tribal CSE agency, the sender should contact the CSE agency (see [www.acf.hhs.gov/programs/css/resource/state-income-withholding-contacts-and-program-requirements](http://www.acf.hhs.gov/programs/css/resource/state-income-withholding-contacts-and-program-requirements)) to determine if the CSE agency needs a copy of this form to facilitate payment processing.

**NOTE TO EMPLOYER/INCOME WITHHOLDER:** This IWO must be regular on its face. The IWO must be rejected and returned to sender under the following circumstances:

- IWO instructs the employer/income withholder to send a payment to an entity other than a state disbursement unit (for example, payable to the custodial party, court, or attorney). Each state is required to operate a state disbursement unit (SDU), which is a centralized facility for collection and disbursement of child support payments. Exception: If this IWO is issued by a court, attorney, or private individual/entity and the initial child support order was entered before January 1, 1994, or the order was issued by a tribal CSE agency, the employer/income withholder must follow the payment instructions on the form.
- Form does not contain all information necessary for the employer to comply with the withholding.
- Form is altered or contains invalid information.
- Amount to withhold is not a dollar amount.
- Sender has not used the OMB-approved form for the IWO.
- A copy of the underlying order is required and not included. If you receive this document from an attorney or private individual/entity, a copy of the underlying support order containing a provision authorizing income withholding must be attached.

1g. **State/Tribe/Territory.** Name of state or tribe sending this form. This must be a government entity of the state or a tribal organization authorized by a tribal government to operate a CSE program. If you are a tribe submitting this form on behalf of another tribe, complete field 1i.

1h. **Remittance ID (include w/payment).** Identifier for the SDU/Tribal Payee designated in the Remittance Information section, field 22, that employers/income withholders must include when sending payments for this IWO. The Remittance ID is entered as the case identifier on the electronic funds transfer/electronic data interchange (EFT/EDI) record.

**NOTE TO EMPLOYER/INCOME WITHHOLDER:** The employer/income withholder must use the Remittance ID when remitting payments so the SDU or tribe can identify and apply the payment correctly. The Remittance ID is entered as the case identifier on the EFT/EDI record.

1i. **City/County/Dist./Tribe. *Optional*** field for the name of the city, county, or district sending this form. If entered, this must be a government entity of the state or the name of the tribe authorized by a tribal government to operate a CSE program for which this form is being sent. If a tribe is submitting this form on behalf of another tribe, enter the name of that tribe.

1j. **Order ID. *Optional*** unique identifier associated with a specific child support obligation. It could be a court case number, docket number, or other identifier designated by the sender.

1k. **Private Individual/Entity.** Name of the private individual/entity or non-IV-D tribal CSE organization sending this form.

1l. **Case ID.** Unique identifier assigned to a state or tribal CSE case. In a state IV-D case as defined at 45 Code of Federal Regulations (CFR) 305.1, this is the identifier reported to the Federal Case Registry (FCR). One IWO must be issued for each IV-D case and must use the unique CSE Agency Case ID. For tribes, this would be either the FCR identifier or other applicable identifier.

## II. Employer and Case Information: (Completed by the Sender)

2a. **Employer/Income Withholder's Name.** Name of employer or income withholder.

2b. **Employer/Income Withholder's Address.** Employer/income withholder's mailing address including street/PO box, city, state, and zip code. (This may differ from the employee/obligor's work site.) If the employer/income withholder is a federal government agency, the IWO should be sent to the address listed under Federal Agency Income Withholding Contacts and Program Information at [www.acf.hhs.gov/css/resource/federal-agency-iwo-and-medical-contact-information](http://www.acf.hhs.gov/css/resource/federal-agency-iwo-and-medical-contact-information).

2c. **Employer/Income Withholder's FEIN.** Employer/income withholder's nine-digit Federal Employer Identification Number (if available).

3a. **Employee/Obligor's Name.** Employee/obligor's last name and first name. A middle name is *optional*.

3b. **Employee/Obligor's Social Security Number.** Employee/obligor's Social Security number or other taxpayer identification number.

3c. **Employee/Obligor's Date of Birth.** Employee/obligor's date of birth is *optional*.

3d. **Custodial Party/Obligee's Name.** Custodial party/obligee's last name and first name. A middle name is *optional*. Enter one custodial party/obligee's name on each IWO form. Multiple custodial parties/obligees are not to be entered on a single IWO. Issue one IWO per state IV-D case as defined at 45 CFR 305.1.



3e. **Child(ren)'s Name(s).** Child(ren)'s last name(s) and first name(s). A middle name(s) is *optional*. (Note: If there are more than six children for this IWO, list additional children's names and birth dates in the **Supplemental Information** section, field 33). Enter the child(ren) associated with the custodial party/obligee and employee/obligor only. Child(ren) of multiple custodial parties/obligees is not to be entered on an IWO.

3f. **Child(ren)'s Birth Date(s).** Date of birth for each child named.

3g. **Blank box.** Space for court stamps, bar codes, or other information.

### III. Order Information: (Completed by the Sender)

The first field identifies which state or tribe issued the order. The other fields identify the dollar amounts for specific kinds of support (taken directly from the support order) and the total amount to withhold for specific time periods.

4. **State/Tribe.** Name of the state or tribe that issued the support order.

5a-b. **Current Child Support.** Dollar amount to be withheld **per** the time period (for example, week, month) specified in the underlying support order.

6a-b. **Past-due Child Support.** Dollar amount to be withheld **per** the time period (for example, week, month) specified in the underlying support order.

6c. **Arrears Greater Than 12 Weeks?** The appropriate box (Yes/No) must be checked indicating whether arrears are greater than 12 weeks.

7a-b. **Current Cash Medical Support.** Dollar amount to be withheld **per** the time period (for example, week, month) specified in the underlying support order.

8a-b. **Past-due Cash Medical Support.** Dollar amount to be withheld **per** the time period (for example, week, month) specified in the underlying support order.

9a-b. **Current Spousal Support.** (Alimony) Dollar amount to be withheld **per** the time period (for example, week, month) specified in the underlying support order.

10a-b. **Past-due Spousal Support.** (Alimony) Dollar amount to be withheld **per** the time period (for example, week, month) specified in the underlying order.

11a-c. **Other.** Miscellaneous obligations dollar amount to be withheld **per** the time period (for example, week, month) specified in the underlying order. **Must specify** a description of the obligation (for example, court fees).

12a-b. **Total Amount to Withhold.** The total amount of the deductions **per** the corresponding time period. Fields 5a, 6a, 7a, 8a, 9a, 10a, and 11a should total the amount in 12a.

**NOTE TO EMPLOYER/INCOME WITHHOLDER:** An acceptable method of determining the amount to be paid on a weekly or biweekly basis is to multiply the monthly amount due by 12 and divide that result by the number of pay periods in a year. Additional information about this topic is available in [Action Transmittal 16-04, Correctly Withholding Child Support from Weekly and Biweekly Pay Cycles](https://www.acf.hhs.gov/css/resource/correctly-withholding-child-support-from-weekly-and-biweekly-pay-cycles) (<https://www.acf.hhs.gov/css/resource/correctly-withholding-child-support-from-weekly-and-biweekly-pay-cycles>).

**IV. Amounts to Withhold: (Completed by the Sender)**

Fields 13a through 13d specify the dollar amount to be withheld for this IWO if the employer/income withholder's pay cycle does not correspond with field 12b.

13a. **Per Weekly Pay Period.** Total amount an employer/income withholder should withhold if the employee/obligor is paid weekly.

13b. **Per Semimonthly Pay Period.** Total amount an employer/income withholder should withhold if the employee/obligor is paid twice a month.

13c. **Per Biweekly Pay Period.** Total amount an employer/income withholder should withhold if the employee/obligor is paid every two weeks.

13d. **Per Monthly Pay Period.** Total amount an employer/income withholder should withhold if the employee/obligor is paid once a month.

14. **Lump Sum Payment.** Dollar amount withheld when the IWO is used to attach a lump sum payment. This field should be used only when field 1c is checked.

15. **Document Tracking ID.** *Optional* unique identifier for this form assigned by the sender.

**Please Note:** Employer/Income Withholder's Name, FEIN, Employee/Obligor's Name and SSN, Case ID, and Order ID must appear in the header on page two and subsequent pages.

**V. Remittance Information: (Completed by the Sender except for the "Return to Sender" check box, field 25. Fields 26-29 are completed only if required by state or tribal law.)**

Payments are forwarded to the SDU in each state, unless the initial child support order was entered by a state before January 1, 1994, and never modified, accrued arrears, or was enforced by a child support agency or by a tribal CSE agency. If the order was issued by a tribal CSE agency, the employer/income withholder must follow the remittance instructions on the form in the Supplemental Information Section.

16. **State/Tribe.** Name of the state or tribe sending this document.

17. **Days.** Number of days after the effective date noted in field 18 in which withholding must begin according to the state or tribal laws/procedures for the employee/obligor's principal place of employment.

18. **Date.** Implementation date of this IWO, expressed as date of "service," "receipt," or "mailing." Only one of the three choices is to be entered in the blank line.

19. **Business Days.** Number of business days within which an employer/income withholder must remit amounts withheld pursuant to the state or tribal laws/procedures of the principal place of employment.

20. **Percentage of Disposable Income.** The percentage of disposable income that may be withheld from the employee/obligor's paycheck. It is the sender's responsibility to determine the percentage an employer/income withholder is required to withhold. Senders must enter a specific percentage and not a range of percentages.

**NOTE TO EMPLOYER/INCOME WITHHOLDER:** The employer/income withholder may not withhold more than the lesser of: 1) the amounts allowed by the Federal Consumer Credit Protection Act [15 USC §1673(b)]; or 2) the amounts allowed by the jurisdiction of the employee/obligor's principal place of employment (i.e., the amounts allowed by state law if the employee/obligor's principal place of employment is in a state; or the amounts allowed by tribal law if the employee/obligor's principal place of employment is under tribal jurisdiction).

If permitted by the state or tribe, you may deduct a fee for administrative costs. The combined support amount and fee may not exceed the limit on the IWO.

State-specific withholding limitations, time requirements, and any allowable employer fees are available at [www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements](http://www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements). For tribe-specific contacts, payment addresses, and withholding limitations, please contact the tribe at [www.acf.hhs.gov/sites/default/files/programs/css/tribal\\_agency\\_contacts\\_printable\\_pdf.pdf](http://www.acf.hhs.gov/sites/default/files/programs/css/tribal_agency_contacts_printable_pdf.pdf) or [https://www.bia.gov/tribalmap/DataDotGovSamples/tld\\_map.html](https://www.bia.gov/tribalmap/DataDotGovSamples/tld_map.html).

Depending on applicable state or tribal law, you may need to consider amounts paid for health care premiums to determine disposable income and apply appropriate withholding limits.

A federal government agency may withhold from a variety of incomes and forms of payment, including voluntary separation incentive payments (buy-out payments), incentive pay, and cash awards. For a more complete list, see 5 CFR 581.103.

21. **State/Tribe.** Name of the state or tribe sending this document.

**NOTE TO SENDER:** The Sender must designate the correct SDU. In certain cases, the Sender may be required to designate an SDU (field 22), corresponding SDU Address (field 23), and if required Locator Code (field 24) that is different than the Sender's SDU (see OCSE's AT-17-07: Interstate Child Support Payment Processing, <https://www.acf.hhs.gov/css/resource/interstate-child-support-payment-processing>). The Remittance ID in field 1h must correspond with the SDU identified in field 22.

22. **SDU/Tribal Order Payee.** Name of SDU (or payee specified in the underlying tribal support order) to which payments must be sent.

23. **SDU/Tribal Payee Address.** Address of the SDU (or payee specified in the underlying tribal support order) to which payments must be sent.

24. **Locator Code.** *Optional* code of the SDU payee state where payment is being remitted. Geographic Locator Codes are standard codes for states, counties, cities, and territories issued by the National Institute of Standards and Technology. These were formerly known as Federal Information Processing Standards (FIPS) codes.

25. **Return to Sender Checkbox.** The employer/income withholder should check this box and return the IWO to the sender if this IWO is not payable to an SDU or Tribal Payee or this IWO is not regular on its face as indicated on page 1 of these instructions.

26. **Signature of Judge/Issuing Official.** Signature of the official authorizing this IWO if required by state or tribal law.

27. **Print Name of Judge/Issuing Official.** Name of the official authorizing this IWO if required by state or tribal law.

28. **Title of Judge/Issuing Official.** Title of the official authorizing this IWO if required by state or tribal law.

29. **Date of Signature.** Date the judge/issuing official signs this IWO if required by state or tribal law.

30. **Copy of IWO checkbox.** Check this box for all intergovernmental IWOs. If checked, the employer/income withholder is required to provide a copy of the IWO to the employee/obligor.

## **VI. Additional Information for Employers/Income Withholders: (Completed by the Sender)**

The following fields refer to federal, state, or tribal laws that apply to issuing an IWO to an employer/income withholder. State- or tribal-specific information may be included only in the fields below.

31. **Liability.** Additional information on the penalty and/or citation of the penalty for an employer/income withholder who fails to comply with the IWO. The state or tribal law/procedures of the employee/obligor's principal place of employment govern the penalty.

32. **Anti-discrimination.** Additional information on the penalty and/or citation of the penalty for an employer/income withholder who discharges, refuses to employ, or disciplines an employee/obligor as a result of the IWO. The state or tribal law/procedures of the employee/obligor's principal place of employment govern the penalty.

33. **Supplemental Information.** Any state-specific information needed, such as maximum withholding percentage for nonemployees/independent contractors, fees the employer/income withholder may charge the obligor for income withholding, or children's names and DOBs if there are more than six children on this IWO. Additional information must be consistent with the requirements of the form and the instructions.

## **VII. Notification of Employment Termination or Income Status: (Completed by the Employer/Income Withholder)**

The employer must complete this section when the employee/obligor's employment is terminated, income withholding ceases, or if the employee/obligor has never worked for the employer. The employer/income withholder may report new payment sources such as workers' compensation, if known.

**34a-b. Employment/Income Status Checkbox.** Check the employment/income status of the employee/obligor.

**35. Termination Date.** If applicable, date employee/obligor was terminated.

**36. Last Known Telephone Number.** Last known (home/cell/other) telephone number of the employee/obligor.

**37. Last Known Address.** Last known home/mailling address of the employee/obligor.

**38. Final Payment Date.** Date employer sent final payment to SDU/Tribal Payee.

**39. Final Payment Amount.** Amount of final payment sent to SDU/Tribal Payee.

**40. New Employer's or Income Withholder's Name.** Name of employee's/obligor's new employer or income withholder (if known).

**41. New Employer's or Income Withholder's Address.** Address of employee's/obligor's new employer or income withholder (if known).

## **VIII. Contact Information: (Completed by the Sender)**

**42. Sender Contact for Employer/Income Withholder.** Name of the person that the employer/income withholder can call for information regarding this IWO. If the sender is a victim of family or domestic violence, rather than including direct contact information, enter contact information for someone else who will communicate for you.

**43. Sender Telephone Number.** Telephone number of the contact person.

44. **Sender Fax Number.** *Optional* fax number of the contact person.
45. **Sender Email/Website.** *Optional* email or website of the contact person.
46. **Sender Address (Termination/Income Status and Correspondence Address).** Address to which the employer should return the Employment Termination or Income Status notice. It is also the address that the employer should use to correspond with the issuing entity.
47. **Sender Contact for Employee/Obligor.** Name of the person that the employee/obligor can call for information.
48. **Sender Telephone Number.** Telephone number of the contact person.
49. **Sender Fax Number.** *Optional* fax number of the contact person.
50. **Sender Email/Website.** *Optional* email or website of the contact person.

**Encryption Requirements:**

When communicating the Income Withholding for Support (IWO) through electronic transmission, precautions must be taken to ensure the security of the data. Child support agencies are encouraged to use the electronic applications provided by the federal Office of Child Support Enforcement. Other electronic means, such as encrypted attachments to emails, may be used if the encryption method is compliant with Federal Information Processing Standard (FIPS) Publication 140-2 (FIPS PUB 140-2).



KEN PAXTON
ATTORNEY GENERAL of TEXAS
CHILD SUPPORT DIVISION

CUSTODIAL PARENT'S AFFIDAVIT OF DIRECT PAYMENTS

MC: OAG Case#:

Note: This form is used to document child, medical, and dental support payments made directly to the custodial parent by the non-custodial parent (in any form), including payments received in the form of cash or check or from a Military Allotment, Trust Fund or Escrow Account. This excludes payments made through a county registry or State Disbursement Unit (SDU).

I, \_\_\_\_\_, the custodial parent:

- Certify that either: (Please select one of the options below)
I have not received any support payments (in any form) directly from \_\_\_\_\_, the non-custodial parent, including payments from a Trust Fund, Escrow Account or Military Allotment, and any payments I received were sent to me from either the county registry or the State Disbursement Unit (SDU) or
the list of support payments provided below (including all dates and amounts) is a correct list of payments I received directly from \_\_\_\_\_, the non-custodial parent, and that these payments were not sent to me from either the county registry or the State Disbursement Unit (SDU)
authorize and request the Office of the Attorney General of Texas to disclose this document, in its entirety, to \_\_\_\_\_ (the person from whom the below support payments were received) and file it with the court.

Custodial Parent's Signature \_\_\_\_\_ Date: \_\_\_\_\_

State of Texas
County of \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public, by \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Support Payments Made Directly to the Custodial Parent by the Non-Custodial Parent

- Includes Payments in the form of cash or check or from a Military Allotment, Trust Fund or Escrow Account
Excludes Payments made through the County Registry or State Disbursement Unit (SDU)

Table with 5 columns and 2 rows (Date and Amount) for recording support payments.

Cause #: \_\_\_\_\_ Total of all direct payments: \_\_\_\_\_

Texas Government Code Chapter 559 gives you the right to review and request correction of information on this form.

[DATE]

[NAME]

[ADDRESS]

Re: Cause No. \_\_\_\_\_; In the Matter of the Marriage of \_\_\_\_\_.

Dear [NAME]

Thank you for allowing us to represent you in your divorce matter. We hope you have been pleased with our representation. We invite any comments, positive or critical, that would assist us in our representation of future clients. Now that our representation of you is concluded, I am providing you with the following instructions to tie up loose ends.

To assist you, important follow up instructions and deadlines are provided in bold:

**Final Decree:**

An electronic version of the [Agreed] Final Decree of Divorce (“Decree”), signed by the Judge was sent to you on [DATE]. Please keep this copy with your important papers. Some financial institutions and government offices (for example, passport applications or changes) may require a certified copy of the Decree. Please let us know if you would like instructions on obtaining the copy yourself, or if you would like our office to get a copy for you.

**Your File:**

Now that your divorce has finalized, we are closing your file with the office, and we are no longer your attorneys of record in the divorce matter. Sometime soon, [PARALEGAL] will send you a link to download your electronic file. Per your engagement letter, it is our firm’s policy to keep a digital copy of your file in electronic storage for 5 years from the date of this letter. We do not retain a paper copy of your file. After 5 years from the date of this letter, [LAW OFFICE] may, at its option and without further notice to you, destroy any retained documents in your electronic file. Documents, if any, retained by [LAW OFFICE] will be retained electronically.

**OPTIONAL:** We also have original documents that may have been scanned to your file and these originals will not be retained by us. If you would like to have these original documents, please contact [PARALEGAL] in my office to arrange to pick up these documents. Because of our limited storage space, we cannot keep these paper copies for very long. If you cannot pick them up within 30 days, please contact my office, otherwise we will destroy these original documents 30 days from the date of this letter.

**OR**

I have reviewed your file and confirmed that we currently are not holding any original financial or real estate records pertaining to your case.

**OR**

I have reviewed your file and see that we have the following documents and records in your file, which appear to be originals: **[itemize or describe categories of documents]**. Please contact **[PARALEGAL]** in my office to schedule a time to come by and pick up these records, as you likely will need them in the future for tax return preparation and financial planning.

### **Health Insurance:**

**[Delete if not applicable]** Your health insurance was provided through (ex-spouse's name) employment, and you may have the right under federal law to convert your coverage into your name in accordance with COBRA. If you wish to exercise this option, you must give notice to **[EX-SPOUSE'S NAME]** employer and the insurance company that you are making that election. **You must provide this notice no later than 30 days after your Decree is signed by the Court** or you may waive your ability to have this coverage.

### **Beneficiary Changes:**

If you have not already done so, please consider updating your last will and testament and medical and financial powers of attorney, if any. If you would like referrals for a trust and estates attorney to assist you with this, I will be glad to provide you with such referrals.

Additionally, you should contact your financial and insurance providers to ensure the beneficiary designation on those accounts are still accurate. These include your retirement plans, bank accounts, investment accounts, life insurances and other similar assets you hold.

**[Delete if not applicable]** Regarding Social Security benefits, if you were married to **[EX-SPOUSE'S NAME]** for at least ten years, at age sixty-two you may be able to apply to draw Social Security benefits on your own account or on **[EX-SPOUSE'S NAME]** account, depending on which will benefit you more. I encourage you to review your benefit options with your financial advisor.

### **Name and Address Changes:**

If your address has changed in the Decree, you should contact the following agencies to determine what you need to do to revise or correct your information on their records. Each entity will have their own procedure to follow:

- Social Security Administration
- Department of Public Safety Driver's License Division
- Credit card companies
- Insurance - vehicle, home, life, and so forth
- Internal Revenue Service



Mortgage holders  
Utilities on your residence  
State licensing agencies

**[Delete if no name change]** Your name was changed in the Decree. It may not be possible to change your driver's license until you have received your new Social Security card. Because many of the entities listed above will require you to verify your identity before they can modify their records, we suggest you contact the Social Security Administration and the Department of Public Safety Driver's License Division first.

**[Delete if no name change]** You will likely need the certified copy of your Decree showing the name change was granted so be sure to put that in a safe place with easy access to produce when its requested.

### **Children's Issues:**

You should notify schools and/or day care facilities of any change in pickup or delivery procedures, who has authority to pick up your child(ren), mailing address, email address or telephone numbers so that you receive important notices, mailings, and reports in a timely manner.

If any of the events occur which require you to make the mandatory notifications described on page [REDACTED] of your Decree, for example, a future change of address or employer. You should make the required notifications immediately and exactly as written to ensure you remain compliant with the orders in your matter.

### **Child Support:**

Pursuant to statute, all child support payments must be paid through the Texas State Disbursement Unit (SDU), who monitors and keeps a record of child support payments. Child support payments that are not made through the SDU will not be credited against the child support ordered by the Court.

### **\*For Parent Paying Child Support**

Since the Decree is signed by the Court, my office has submitted the appropriate forms to the SDU so that a child support account can be set up. You and [EX-SPOUSE'S NAME] will receive a packet of information in the mail within 30 to 45 days after your divorce is finalized. This packet will include your OAG case number and instructions on how to set up an auto-draft for payment by direct bank draft. However, [PARALEGAL] has already provided you with the OAG case number and instructions on how to set up your direct bank draft.

You are ordered to pay child support. If you prefer sending checks, always write the OAG case number on the memo of the check to ensure it is properly credited. If you cannot find the OAG case number, write the Cause Number of your divorce action on the memo line. **[Delete paragraph if your client is receiving CS]**

**[OPTION 1]** Your child support payments will be withheld from your paycheck. It may take 30 to 45 days before the withholding order goes into effect. If you do not see child support payments withheld from your pay, be sure to make your child support payments through the SDU online or by check and write the Cause Number of your modification action on the memo line.

**OR**

**[OPTION 2]** Your support payments will not be withheld by your employer. It is your responsibility to make child support payments directly to the SDU per the Decree. Be sure to reference the OAG case number so it is credited towards your total obligation.

### **CONTINUE WITH**

If you make any child support payments directly to the other parent, he/she should sign a Certificate of Direct Payment reflecting the direct payments you made towards your child support obligation. The Certificate of Direct Payments can be obtained from the OAG's website at the following link: <https://www.texasattorneygeneral.gov/cs/cs-forms>.

### **\*For Parent Receiving Child Support**

Since the Final Order is signed by the Court, my office has submitted the appropriate forms to the SDU so that a child support account can be set up. Both the Custodial Parent (CP) receiving child support, and the Non-Custodial Parent (NCP) paying support will receive a packet of information in the mail within 30 to 45 days after the Order was signed. This packet will include your OAG case number and instructions on how to set up a direct deposit. However, [PARALEGAL] has already provided you with the OAG case number and instructions on how to set up your direct deposit.

### **Children's Health Insurance:**

**[OPTION 1]** You were ordered to enroll your child[ren] into a health insurance plan, the divorce acts as the triggering "life event" that will temporarily open up the insurance provider's normal enrollment period.

You must enroll your children into that insurance plan not later than 30 days after the Court signed your Decree. Your employer or insurer may request a copy of your Decree to confirm your insurance obligation and the 30-day deadline.

**[OPTION 2]** You were ordered to continue to provide your child[ren] with a health insurance plan. Do not remove your children from your current health insurance plan.

**[OPTION 3]** [EX-SPOUSE'S NAME] was ordered to provide or continue to provide a health insurance plan for your child[ren]. [EX-SPOUSE'S NAME] must provide you with the insurance cards for the children.

**Medical Reimbursements:**

You were ordered to pay [REDACTED] % of the unreimbursed medical expenses of your child[ren]. These expenses include co-pays, prescriptions, and other out-of-pocket costs which are not covered by insurance. They do not include over-the-counter medicines or vitamins/supplements unless those medicines or supplements have been formally prescribed for your child by your child's doctor.

If there are unreimbursed medical expenses that you have paid for, be sure to follow the instructions for submitting proof of those expenses to the other parent within [REDACTED] days. If the other parent paid any portion of an unreimbursed medical expense on your behalf, you will need to repay your portion of that expense within [REDACTED] days of receiving proof of payment of that expense. The instructions related to reimbursement of your child's medical expenses are found on page [REDACTED] of your Decree.

**Property Division:**

In connection with the assets awarded to you in the Decree, please ensure you take the following actions:

**Real Property** (residence/land): **[OPTION 1]** We have recorded the [Special Warranty Deed/Deed of Trust] related to the property awarded to you with the Clerk and Recorder's Office for the county in which the property is located. You should contact the mortgage lender to make certain all escrow deposits and other benefits (such as private mortgage insurance) related to your ownership of the property are transferred into your name.

**[OPTION 2]** [EX-SPOUSE'S NAME] is receiving property that is mortgaged in your name. We have filed a Deed of Trust to Secure Assumption to protect you in the event [EX-SPOUSE'S NAME] defaults on that loan. The deadline for that mortgage to be paid in full and/or refinanced to remove you from continued liability on that obligation is [REDACTED].

**[DELETE IF NOT POA NEEDED] Motor Vehicles:** We have secured a power of attorney on the motor vehicle(s) awarded to you in your divorce. Take the power of attorney and evidence of liability insurance to your county's vehicle registration office so that title can be re-issued. You should also file a Vehicle Transfer Notification within 30 days of transferring a vehicle, which cuts off your liability if the person to whom you transfer does not transfer the title. You can access it here: <https://webdealer.txdmv.gov/title/publicVehicleTransfer> or here: [https://www.txdmv.gov/sites/default/files/form\\_files/VTR-346.pdf](https://www.txdmv.gov/sites/default/files/form_files/VTR-346.pdf).

**[OPTION 1] Retirement Plans:** You were awarded a portion of (ex-spouse's name) retirement plan, and you received a certified copy of the Qualified Domestic Relations Order ("QDRO") which was executed by the Court. The QDRO has been submitted to the plan's administrator to transfer your portion into a similar retirement account held in your name. You may wish to seek the advice of your financial planner or tax advisor to determine whether you should roll these funds into another type of retirement or investment account that better suits your financial needs. We are oftentimes not copied on communications related to the QDRO after we

have submitted it to the administrator and will not know when the funds have been transferred to you. Please make sure you follow up with the plan administrator until you receive the funds.

**IRAs/Stocks:** You were awarded a portion of [EX-SPOUSE'S NAME] IRA/Stock account. You and [EX-SPOUSE'S NAME] are required to fill out the transfer forms through (company name). Please let us know if you need assistance in getting these forms finalized.

**[OPTION 2] Retirement Plans:** [EX-SPOUSE'S NAME] was awarded a portion of your retirement plan, you received a certified copy of the Qualified Domestic Relations Order ("QDRO") which was executed by the Court. [EX-SPOUSE'S NAME] attorney submitted the QDRO to the plan's administrator to transfer [EX-SPOUSE'S NAME] portion into a similar retirement account held in [EX-SPOUSE'S NAME] name.

**IRAs/Stocks:** [EX-SPOUSE'S NAME] was awarded a portion of your IRA/Stock account. You and [EX-SPOUSE'S NAME] are required to fill out the transfer forms through [COMPANY NAME]. Please let us know if you need assistance in getting these forms finalized.

**Insurances:** Please contact the insurance companies for any life insurance policies you were awarded or that cover the assets you received in the decree (your house, vehicle, and so forth). Make certain the insurance companies are aware that you are the owner of the policy and/or the property they insure and request any transfer forms they need to update their records.

**Financial Accounts:** In connection with any financial account awarded to you (bank accounts, individual retirement accounts, investment accounts and so forth), contact the financial institutions holding those accounts to make certain [EX-SPOUSE'S NAME] name is removed from the accounts and has no authority to withdraw or manage the accounts awarded to you.

**Password Information:** You should take care to change any passwords you use to prevent [EX-SPOUSE'S NAME] from accessing your accounts and to protect your private and confidential information.

If you have any questions regarding the instructions in this letter, please do not hesitate to contact me. I wish you the best in all of your future endeavors.

**OPTIONAL:** If you have any questions regarding the instructions in this letter, please do not hesitate to contact me. We can set up a free exit interview phone call if you would like.

I have provided a link below directing you to write a Google review. Having current, positive online reviews helps my practice, and so if you are comfortable writing a review, I will really appreciate it. This being said, I realize that divorce is a very personal matter, and I realize it may not be comfortable to write a review. If this is the case, I will completely understand.

[LINK TO REVIEW]

If there is ever any question or concern relating to divorce or family law that I can be of assistance with for you or for anyone you know, I will be glad to, and I hope you will reach out. I wish you the best in all of your future endeavors.

Very sincerely

[NAME OF ATTORNEY]