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DENISE PACHECO, CLERK  
EIGHTH COURT OF APPEALS

No. 08-12-00331-CV

08-12-00331-CV (7)

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IN THE COURT OF APPEALS  
FOR THE EIGHTH DISTRICT OF TEXAS

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**LAURA S. WASSMER AND STEPHEN B. HOPPER,**  
*Appellants,*

v.

**JO N. HOPPER,**  
*Appellee/Cross-Appellant,*

v.

**JPMORGAN CHASE BANK, N.A.,**  
*Appellee.*

FILED IN  
COURT OF APPEALS

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On Appeal from Cause No. PR-11-3238-3  
In the Probate Court No. 3, Dallas County, Texas  
Honorable Michael E. Miller, Presiding Judge

JAN 11 2013

DENISE PACHECO  
CLERK 8th DISTRICT

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**APPELLEE/CROSS-APPELLANT JO N. HOPPER'S  
MOTION TO DISMISS FOR LACK OF STANDING**

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**TO THE HONORABLE EL PASO COURT OF APPEALS:**

COMES NOW Appellee/Cross-Appellant Jo N. Hopper ("Mrs. Hopper") and files this *Motion to Dismiss for Lack of Standing*, and would show this Honorable Court of Appeals as follows:

## PREAMBLE

Appellants Stephen B. Hopper and Laura S. Wassmer filed their Appeal seeking to reverse the trial court's orders of August 15, 2012. One of these orders<sup>1</sup> allowed JPMorgan Chase Bank, N.A., as the Independent Administrator of the Estate of Max D. Hopper (the "IA") to "*distribute*" [the fee underlying] Mrs. Hopper's Constitutional Homestead at No. 9 Robledo Drive, Dallas, Texas ("Robledo") "*in undivided interests, subject to the Homestead Right and the existing mortgage indebtedness*" to Mrs. Hopper (1/2) and to Appellants Stephen B. Hopper (1/4) and Laura S. Wassmer (1/4), who are Mrs. Hopper's adult stepchildren (the "Stepchildren"), and to do so "*at any time.*"

Robledo was the residence and community property of Mrs. Hopper and Max D. Hopper ("Decedent") at the time of his death. He died intestate. Mrs. Hopper's one-half community interest in Robledo was transmuted into her separate property at the moment of his death. Appellants Stephen B. Hopper and Laura S. Wassmer, his children from a prior marriage, are heirs of his estate – and thus his estate's one-half interest in Robledo. Prior to the trial court's order(s) of August 15, 2012, the IA *sua sponte* had already issued a Deed (on June 25, 2012 – 1 CR 491-494), deeding in undivided interests Robledo to Stephen B. Hopper (1/4), and Laura S. Wassmer (1/4) and releasing from administration Mrs. Hopper's already vested one-half (1/2) interest in the residence/Robledo.

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<sup>1</sup> The Order quoted is entitled: "Order on Written and Oral Motions", signed by the trial court on August 15, 2012.

Mrs. Hopper has now just learned by accidental happenstance<sup>2</sup> that Appellants Stephen B. Hopper and Laura S. Wassmer *transferred their ownership interests in Robledo to a third-party, months ago*. Accordingly, the Appellants no longer have standing to maintain their appeal.

**I. Appellants lack standing to pursue (at least) their Issues Nos. 1 and 3 seeking a partition/buyout of “their” interest in Robledo, because they in fact have no present ownership interest in the residence/Robledo, having voluntarily conveyed same**

Appellants cannot pursue this Appeal and claim an interest in Robledo or seek a partition/buyout of their (alleged) interest underlying Mrs. Hopper’s Homestead from Appellee/Cross-Appellant Jo N. Hopper in this appeal, because they presently have no legal fee interest in Robledo. Mrs. Hopper herself just recently discovered this hidden fact, by accidental happenstance (*see* footnote “2” below). She discovered that by Special Warranty Deed, dated September 10, 2012, Appellant Stephen Hopper and (non-party) Barbara Chappell<sup>3</sup> granted “their” undivided twenty-five percent (1/4) interest in Robledo to an Oklahoma limited liability company, Quagmire, LLC, for \$10.00 “and other good and valuable consideration in hand paid by (them) and the sufficiency of which is hereby acknowledged.” Likewise, by Special Warranty Deed, dated October 3, 2012, Appellant Laura Wassmer granted her undivided twenty-five percent (1/4) interest in Robledo to the same Oklahoma corporation, Quagmire, LLC, for

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<sup>2</sup> On December 24, 2012, she received in the mail a revised tax statement on Robledo and noted and was apprised for the first time that the other “owner” listed was not either of Appellants.

<sup>3</sup> Ms. Chappell is the wife of Stephen Hopper. She is not an heir of the estate, was not identified on the June 25<sup>th</sup> Deed issued by the IA to Stephen Hopper and Laura Wassmer, and is not a party to this Appeal.

\$10.00 “and other good and valuable consideration in hand paid by (her) and the sufficiency of which is hereby acknowledged.”<sup>4</sup>

Therefore, the entire fee underlying Robledo (which is and has been continuously occupied by Mrs. Hopper as her Constitutional Homestead since Decedent’s death) is currently owned by Jo N. Hopper (an undivided ½ interest) and Quagmire, LLC, (an undivided ½ interest), and Appellants each have no further ownership interest therein. Curiously, both Deeds into Quagmire, LLC, also mutually recited that no indebtedness burdened the interests conveyed, and that no exception to the conveyance existed – omitting entirely any mention of Mrs. Hopper’s Constitutional Homestead and the significant unpaid mortgage on Robledo.<sup>5</sup> 1 CR 491-494.

While Appellants had every right to sell their interest in Robledo (which should have been conveyed properly subject to the Constitutional Homestead and indebtedness), in and by doing so they now lack standing to claim an interest in Robledo or seek a partition/buyout of any alleged interest in this Appeal – or any other relief as regards Robledo (such as the obligation to insure it, or to have the right to have it aggregated with other property of Mrs. Hopper’s for partition/distribution, etc., as they seek per their Appeal). Their Appeal on (at

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<sup>4</sup> True and correct copies of these Special Warranty Deeds are attached as Exhibits “A” and “B” to the Affidavit of James Albert Jennings, one of Mrs. Hopper’s counsel herein [Exhibit “1” hereto], as are true and correct copies of other relevant Exhibits thereto and hereto – including the IA’s Deed regarding Robledo into Stephen Hopper and Laura Wassmer [Exhibit “D” thereto] – all of which are attached hereto within Exhibit “1” and incorporated herein by reference in support of this Motion to Dismiss.

<sup>5</sup> Both the Deed of June 25, 2012 into the Stepchildren and the trial court’s “Order on Written and Oral Motions” of August 15, 2012, *each* specifically noted any interest of the Stepchildren conveyed or which might be conveyed was “subject to” Mrs. Hopper’s Constitutional Homestead.

least) their Issues Nos. 1 and 3, is now without any foundation or proper legal basis.

**II. Appellants' lack of standing, as a matter of law, vitiates their claims and their Appeal**

**A. Standing of an appellant is required for the Court to exercise subject-matter jurisdiction over the appeal.**

Standing is a prerequisite to subject-matter jurisdiction, and subject-matter jurisdiction is essential to a court's power to decide a case. *Walston v. Lockhart*, 62 S.W.3d 257, 259 (Tex. App.—Waco 2001, pet. denied, cert. denied, 537 U.S. 1067 (2002)). For this reason, a party must maintain its standing throughout the entirety of the proceedings, even during (i.e., *throughout*) the pendency of the appeal, in order to maintain its claims. *Hart v. L.B. Foster Co.*, 2010 WL 2681713 at \*4 (Tex. App.—Houston [14th Dist.] July 8, 2010 (mem. op.)) (citing *Williams v. Lara*, 52 S.W.3d 171, 184 (Tex. 2001); *Trulock v. City of Duncanville*, 277 S.W.3d 920, 924 (Tex. App.—Dallas 2009, no pet.)). Accordingly, the question of a party's standing can be raised at any time, including for the first time on appeal. *Id.* (citing *Bailey v. Barnhart Interest, Inc.*, 287 S.W.3d 906, 913-14 (Tex. App.—Houston [14th Dist.] 2009, no pet.)).

**B. To maintain standing, an appellant asserting an interest in real property on appeal must maintain some interest in the real property *throughout* the appeal.**

When a lawsuit concerns the ownership of a piece of real property, parties lose their standing to maintain any claims related to the property when they convey away their entire interest in the subject property. *See, e.g., Hart v. L.B.*

*Foster Co.*, 2010 WL 2681713 (Tex. App.—Houston [14th Dist.] July 8, 2010) (mem. op.) (“*Hart*”). *Hart* states: “In order to maintain its claims, a party must maintain standing throughout the proceedings, even during the pendency of the appeal.” *Id.* at \*4. In fact, in such a case, uncontroverted proof that a party has conveyed his entire interest in the property during the pendency of the case (such as a deed) conclusively establishes that the party no longer has standing. *See id.* at \*6 (citing *Texas Department of Parks and Wildlife v. Miranda*, 133 S.W.3d 217, 227 (Tex. 2004)).

*In re Estate of Velasco* is also instructive on this point (214 S.W.3d 213 (Tex. App.—El Paso 2007, no pet.) (“*Velasco*”). In *Velasco*, two administrations on the intestate decedent’s estate were opened in two separate counties. *Id.* at 214. A variety of motions were filed to resolve various issues, and orders were issued. *Id.* While the administrations were still pending, one of the administrators, who was also the decedent’s brother, conveyed his potential interest in the estate to a corporation. *Id.* at 215. After he had transferred his potential interest in the estate to the corporation, orders were issued on the various motions, and the administrator brother attempted to appeal. *Id.* at 215. Since his conveyance left the administrator brother with no pecuniary interest in the decedent’s estate, the appellate court found that the brother did not have legal standing to appeal. *Id.* at 215.

Similarly, here on the instant record, Appellants transferred all of their actual/potential interest in Robledo to Quagmire – long prior to filing their

Appellants' Brief on November 21, 2012, or even finally perfecting their Notice of Appeal on October 4, 2012.<sup>6</sup> As a result, Appellants had and have no remaining interest in Robledo, and lack(ed) legal standing to appeal as related to Robledo<sup>7</sup>, both at the time they filed their Notice of Appeal, and at the time Appellants' Brief was due – and generally “throughout” the appeal. *See Velasco*, 214 S.W.3d at 215; *Hart*, 2010 WL 2681713 at \*4-\*6.

Judge Ken Carr

no pecuniary interest

**III. Appellants have not exhibited candor toward the tribunal, either via their claimed “Appeal” as to property they do not own, and as to Appellants’ Brief and its representations therein**

When Appellants filed their Amended Notice of Appeal on October 4, 2012 – *they knew full well they no longer owned Robledo, and that by such conveyance they had attempted to relieve themselves of any liability obligations regarding insurance payments (of which they still complain in their Appeal Brief) on Robledo.*

Based on their own deliberate conduct, Appellants Stephen Hopper and Laura Wassmer, as of September 10, 2012 and October 3, 2012, respectively, ceased to be real parties in interest as far as Robledo and any issues related to it in this Appeal are concerned. This undisputed fact results in their no longer

<sup>6</sup> Of course nary a word exists in said Appellants’ Brief to inform this Honorable Court these Appellants no longer own any interest in Robledo. In fact, they pretend they still do and *even go so far as to claim they “cannot sell an illiquid asset” [Appellants’ Brief, p. 6] when they had in fact done that very thing months before their Brief was even filed. See, e.g., pp. 6, 8, 33-34, 36, 43 and 52 as to other statements inconsistent with the fact of their conveyance of Robledo.*

<sup>7</sup> Under the holding and reasoning in *Velasco*, Appellants can still pursue their appeal issues, if any exist, related to the remainder of the estate, to the extent Appellants have a pecuniary interest in other estate assets on which appeal issues are based. Mrs. Hopper asserts only Issue No. 2 is even possibly arguendo still an appellate issue--and in fact Mrs. Hopper further asserts that even Issue No. 2 is so intrinsically intertwined as to the topic of Robledo and its value--based on the value of Robledo being included in the analysis suggested by Appellants--that it too has been abandoned by virtue of the conveyance.



having legal standing to seek a partition/buyout of any alleged interest in Robledo. *Hart, supra*. But they chose to not tell the Court or the other parties of the fact. Appellants' conduct, as described above, not only deprives them of legal standing to appeal, but also demonstrates a willful disregard of their obligation of candor toward this Honorable Court – not to mention the other parties to this Appeal.

**IV. Appellants are equitably estopped from any effort to pretend or contend that they still retain a legal interest in Robledo**

Additionally, Appellants are equitably estopped, by the doctrine of estoppel by election, from contending (really, pretending) that they still retain interest in Robledo because Appellants received consideration for their respective conveyances/transfers/grants of interest in Robledo to Quagmire, LLC. Estoppel by election is based on the principle that a person is not permitted to accept the beneficial part of a transaction and repudiate the disadvantageous part. *San Antonio Sav. Assoc. v. Palmer*, 780 S.W.2d 803, 809 (Tex. App.—San Antonio 1989, writ denied) (“*San Antonio*”). Under the estoppel by election doctrine,

[o]ne who retains benefits under a transaction cannot avoid its obligations, and is estopped to take a position inconsistent therewith. The doctrine of equitable estoppel is applicable to a transaction in which it would be unconscionable to permit a person to maintain a position inconsistent with one he has acquiesced in or of which he has accepted any benefit. And so the acceptance of any benefit from a transaction with knowledge or notice of the facts and rights will create an estoppel. *Theriot v. Smith*, 263 S.W.2d 181 (Tex. Civ. App.—Waco 1953, writ dism'd).



*Id.*

Thus, *San Antonio* demonstrates how the doctrine of estoppel by election prevents Appellants from claiming an interest in Robledo on appeal. In *San Antonio*, the plaintiffs, who were devisees, legatees and heirs of the decedent, accepted and retained cash consideration from a bank in exchange for their interest in the decedent's homestead property as part of an estate plan. *San Antonio*, 780 S.W.2d at 807. After accepting the cash consideration, the plaintiffs contended to the probate court that this transaction was void under the Texas Probate Code because reports of sale were not filed with the probate court. *Id.* The probate court agreed and granted summary judgment for the plaintiffs. *Id.*

On appeal, the bank argued that plaintiffs were estopped from denying the transaction's validity because they had accepted and retained the cash consideration. *Id.* The San Antonio Court of Appeals agreed with the bank and reversed the probate court, finding that the plaintiffs were equitably estopped from challenging the validity of the transaction as a matter of law. *Id.* at 809. As the court noted, estoppel by election applied to prevent the plaintiffs from taking its position on appeal because "it would be unfair and unconscionable to allow plaintiffs to pocket...[the bank]'s money while voiding" the transaction. *Id.* at 810.

Likewise, Appellants cannot on the one hand have already conveyed their interests in Robledo to Quagmire, LLC, for consideration, while on the other hand still claim on appeal an interest (and claim to maintain legal standing) in

Robledo. By two separate Special Warranty Deeds, Appellants granted Quagmire, LLC, their *entire* interest in Robledo for a collective \$20.00 “and other good and valuable consideration in hand paid by (them) and the sufficiency of which is hereby acknowledged.” In sum, Appellants need a present vested legal interest in Robledo – *throughout the pendency of the appeal* – to assert an interest in it for purpose of their Appeal.<sup>8</sup> But they have conveyed their respective interests for consideration, and presumably other benefits (including protection from 3<sup>rd</sup> party liability) of selling a real property interest to a limited liability company. Estoppel by election – and of course the blatant fact that they sold/conveyed their interests – now prevents Appellants from arguing they still retain such interests in Robledo necessary for purposes of appeal. *See San Antonio*, 780 S.W.2d at 810.

**V. Appellants’ lack of standing is fatal to their appeal**

Virtually the entirety of Appellants’ argument in their 53-page Brief relates directly to Robledo. Indeed the entire Brief through page 43 is in direct support of Issue No. 1 which centers on Robledo – which Issue is now moot (*see Hart, supra*), as Appellants have no standing. Even the handful of later pages that do not relate directly to Robledo as the only subject, relate indirectly and mention Robledo.<sup>9</sup> Certainly as to all of Appellants’ Issue No. 1, Appellants’ lack standing.

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<sup>8</sup> And they should have, in the proper exercise of candor owed the tribunal, admitted they had already “conveyed away” their interests – rather than have pretended otherwise.

<sup>9</sup> Appellants certainly lack standing to pursue their Appeal as to their Issue No. 1, which on its face addresses distribution of interests in Robledo. Appellants’ lack of standing likely also bars their pursuing their Issues Nos. 2 and 3 (which collectively comprise the approximate 8 last pages of Appellants’ Brief), as they relate inherently to the ownership of Robledo and whether it has been or was not properly dealt with, properly considered and included

Furthermore, as to any claims regarding Robledo that are directly or necessarily involved in any analysis of their Issues Nos. 2 and 3, standing is also lacking.

Appellants thus have no legal standing to pursue their appeal, and their Issues should be dismissed with prejudice, or alternatively, at least Issues Nos. 1 and 3 should be dismissed, and should not be considered further. Nor should the Court require any briefing from any other party related to these issues – which briefing should be directly excused by this Honorable Court.

## **VI. Conclusion**

Plainly, Appellants' conduct has created a "quagmire" for their Appeal, in multiple and fatal ways. As a result, Appellants lack standing to pursue their Appeal.

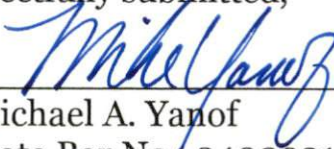
### **PRAYER**

Appellant Mrs. Hopper prays that Appellants Stephen B. Hopper's and Laura S. Wassmer's Appeal be dismissed in its entirety with prejudice, or alternatively, dismissed with prejudice as to (at least) Issues No. 1 and 3 and not considered further and, further that the Court issue an order that no other party to this appeal will be hereafter required to respond with any briefing with or to any of the points/Issues, as dismissed, raised by said Appeal, and for such further relief as may be appropriate in the premises.

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in the estate's alleged "assets" by the trial court below, and what should have been done in that regard in considering Robledo's effect over-all on the issues before the trial court. They also further relate "indirectly" by virtue of Appellants' Brief's reference (*see e.g.*, Appellants' Brief pages 43-46) to Texas Probate Code §150 and §373, et seq. (which sections thereunder are cited by the Stepchildren in regard to the topic of Robledo and as to its inclusion for ultimate partition and distribution by the trial court – which residence the Stepchildren contend should have been partitioned with other alleged "estate" property). Likewise the Brief's pages 47-50 address how alleged "estate" property, allegedly including Robledo, should (or should not have been) distributed.

Respectfully submitted,

By: 

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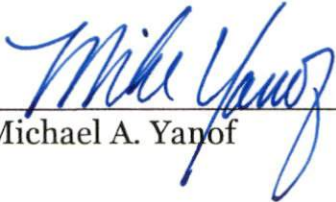
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ATTORNEYS FOR JO N. HOPPER

**CERTIFICATE OF CONFERENCE**

I certify that counsel for Jo N. Hopper has conferenced with counsel for Laura S. Wassmer and Stephen B. Hopper and JPMorgan Chase Bank, N.A. Counsel for JPMorgan Chase Bank, N.A. has indicated it is inclined to take no position regarding this Motion. Counsel for Laura S. Wassmer and Stephen B. Hopper has indicated he cannot take a position regarding the Motion at this time. Due to the emergency nature of this Motion, it is presented to the Court at this time.

  
\_\_\_\_\_  
Michael A. Yanof

**CERTIFICATE OF SERVICE**


I certify that I have transmitted a true and correct copy of the foregoing document to the counsel listed below this 10<sup>th</sup> day of January, 2013 as follows.

**Via Facsimile**

John Eichman  
Thomas H. Cantrill  
HUNTON & WILLIAMS  
1445 Ross Avenue  
Suite 3700  
Dallas, TX 75202  
*Counsel for JPMorgan Chase Bank, N.A.*

**Via Facsimile**

Lawrence Fischman  
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Dallas, TX 75254  
*Counsel for Laura S. Wassmer and Stephen B. Hopper*

  
\_\_\_\_\_  
Michael A. Yanof

No. 08-12-00331-CV

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IN THE COURT OF APPEALS  
FOR THE EIGHTH DISTRICT OF TEXAS

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**LAURA S. WASSMER AND STEPHEN B. HOPPER,**  
*Appellants,*

v.

**JO N. HOPPER,**  
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On Appeal from Cause No. PR-11-3238-3  
In the Probate Court No. 3, Dallas County, Texas  
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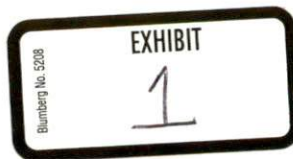
**AFFIDAVIT OF (COUNSEL) JAMES ALBERT JENNINGS**

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STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned personally appeared James Albert Jennings who stated as follows:

1.       “My name is James Albert Jennings. I am over 18 years of age, of sound mind, and am in all respects competent to provide (and not legally disqualified from providing) the testimony in this Affidavit. I have personal knowledge of the matters about which I testify in this Affidavit and I swear and affirm my testimony is true and correct.



2. 'I am one of the counsel of record for Appellee and Cross-Appellant, Jo N. Hopper ('Mrs. Hopper') in this appeal. This Affidavit is filed in support of Mrs. Hopper's *Motion to Dismiss for Lack of Standing* ('Motion') and attached thereto as part of said Motion.

3. 'At my direction, our office, after learning of the existence of the fact of a transfer of ownership from Appellant Stephen B. Hopper and Laura S. Wassmer to an entity named 'Quagmire, LLC', as to the property known as 'Robledo', electronically checked the Deed Records of Dallas County, Texas. Using a service known as 'ROAM Dallas Property Records', our office was able to secure copies of two Special Warranty Deeds evidencing conveyances of interests in the property described in the Motion as 'Robledo'.

4. 'Attached as Exhibit 'A' hereto is a true and correct copy of the Special Warranty Deed our firm received through ROAM, dated September 10, 2012, from Stephen Hopper and his spouse Barbara Chappell (as 'Grantor') conveying into Quagmire, LLC, as 'Grantee' regarding Robledo, filed in the Dallas County, Texas, Deed Records on '10/12/12'.

5. 'Attached as Exhibit 'B' hereto is a true and correct copy of the Special Warranty Deed our firm received through ROAM, dated October 3, 2012, from Laura S. Wassmer (as 'Grantor') conveying into Quagmire, LLC, as 'Grantee' regarding Robledo, also filed in the Dallas County, Texas, Deed Records on '10/12/12'.

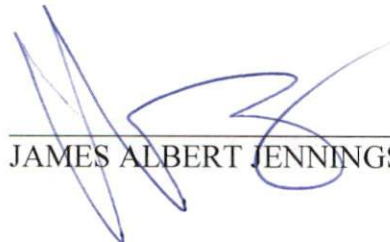
6. 'Attached as Exhibit 'C' hereto is a true and correct copy of the 'web purchase confirmation' receipt showing our firm's \$8.00 cost for the use of 'ROAM Dallas Property Records' search made on December 28, 2012 by our firm's paralegal, Ms. Megan Martinez, at and under my express direction.

7. 'Further attached as Exhibit 'D' hereto (which is also in the Record on Appeal – 1 CR 491-494) is a true and correct copy of the 'Independent Administrator's Deed' regarding

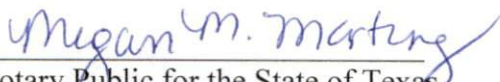
'9 Robledo Drive, Dallas, Texas' ('Robledo') of June 25, 2012, and filed in the Dallas County, Texas, Deed Records that same date. That Deed contains the exact same legal description for Robledo as contained in both the Special Warranty Deeds which are attached as Exhibits 'A' and 'B' hereto.

8. 'Additionally attached as Exhibit 'E' hereto is a copy of a (revised) 'Tax Statement' regarding the property ownership for tax purposes of Robledo and reflecting the 'Property Owner' as 'Hopper Jo N. and Quagmire, LLC' for and as to 'Robledo'.'

FURTHER AFFIANT sayeth not.

  
\_\_\_\_\_  
JAMES ALBERT JENNINGS

SUBSCRIBED BEFORE ME on the 10<sup>th</sup> day of January, 2013, by which witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public for the State of Texas







201200305007  
DEED 1/2

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

Date: September 10, 2012

Grantor: STEPHEN HOPPER and BARBARA CHAPPELL, husband and wife

Grantor's Mailing Address: 501 N.W. 41<sup>st</sup> Street  
Oklahoma City, Oklahoma 73118

Grantee: QUAGMIRE, LLC, an Oklahoma limited liability company

Grantee's Mailing Address: 3625 North Classen Boulevard  
Oklahoma City, Oklahoma 73118

Property (including any improvements):

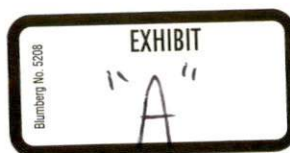
Grantor's undivided twenty-five percent (25%) interest in and to Lot 18 in Block 15/6378 of The Estates, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 91058, Page 1037 of the Map Records of Dallas County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:


Subject to validly existing easements and rights-of-way, whether of record or not.

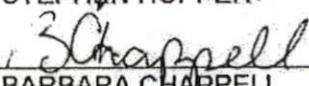
Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the undivided twenty-five percent (25%) interest owned by the Grantor in and to the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor warrants title to the same to be free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances made or suffered to be made by Grantor during Grantor's ownership of the above-described Property, but not otherwise.



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

EXECUTED by Grantor as of the date first above written.

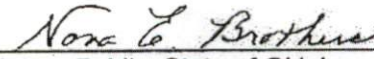
  
 \_\_\_\_\_  
 STEPHEN HOPPER

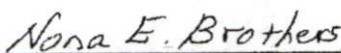
  
 \_\_\_\_\_  
 BARBARA CHAPPELL

**ACKNOWLEDGMENT**

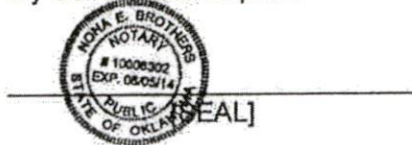
STATE OF OKLAHOMA     )  
   )  
 COUNTY OF OKLAHOMA    )     SS.

This instrument was acknowledged before me on the 10 day of September, 2012, by STEPHEN HOPPER and BARBARA CHAPPELL, husband and wife.

  
 \_\_\_\_\_  
 Notary Public, State of Oklahoma

  
 \_\_\_\_\_  
 Printed Name of Notary

My Commission Expires:



AFTER RECORDING RETURN TO:

Cynda C. Ottaway, Esq.  
 Crowe & Dunlevy, PC  
 20 North Broadway, Suite 1800  
 Oklahoma City, Oklahoma 73102

PREPARED IN THE LAW OFFICE OF:

Cynda C. Ottaway, Esq.  
 Crowe & Dunlevy, PC  
 20 North Broadway, Suite 1800  
 Oklahoma City, Oklahoma 73102

Filed and Recorded  
 Official Public Records  
 John F. Warren, County Clerk  
 Dallas County, TEXAS  
 10/12/2012 08:33:34 AM  
 \$20.00





201200305008  
DEED 1/2

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

Date: October 3, 2012

Grantor: LAURA S. WASSMER, a single individual

Grantor's Mailing Address: 8005 Roe Avenue  
Prairie Village, Kansas 66208

Grantee: QUAGMIRE, LLC, an Oklahoma limited liability company

Grantee's Mailing Address: 3625 North Classen Boulevard  
Oklahoma City, Oklahoma 73118

Property (including any improvements):

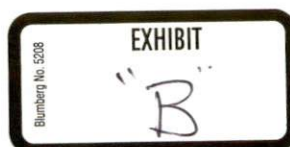
Grantor's undivided twenty-five percent (25%) interest in and to Lot 18 in Block 15/6378 of The Estates, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 91058, Page 1037 of the Map Records of Dallas County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Subject to validly existing easements and rights-of-way, whether of record or not.

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the undivided twenty-five percent (25%) interest owned by the Grantor in and to the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor warrants title to the same to be free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances made or suffered to be made by Grantor during Grantor's ownership of the above-described Property, but not otherwise.



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

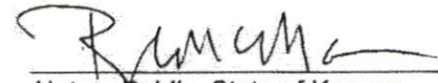
EXECUTED by Grantor as of the date first above written.

  
LAURA S. WASSMER

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  )    SS.  
COUNTY OF JOHNSON    )

This instrument was acknowledged before me on the 3 day of October, 2012, by LAURA S. WASSMER, a single individual.

  
Notary Public, State of Kansas  
Penny M. Mann  
Printed Name of Notary

My Commission Expires: 11-9-2014

PENNY M. MANN  
NOTARY PUBLIC  
STATE OF KANSAS  
MY APPT. EXPIRES 11-9-2014  
[SEAL]

AFTER RECORDING RETURN TO:

Cynda C. Ottaway, Esq.  
Crowe & Dunlevy, PC  
20 North Broadway, Suite 1800  
Oklahoma City, Oklahoma 73102

PREPARED IN THE LAW OFFICE OF:

Cynda C. Ottaway, Esq.  
Crowe & Dunlevy, PC  
20 North Broadway, Suite 1800  
Oklahoma City, Oklahoma 73102

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
10/12/2012 08:33:35 AM  
\$20.00

201200305008

Subj: **Web Purchase Confirmation - Roam Dallas Property Records**  
 Date: 12/28/2012 12:12:53 P.M. Central Standard Time  
 From: [support@amcad.com](mailto:support@amcad.com)  
 To: [mmaf13@aol.com](mailto:mmaf13@aol.com)



Payment Confirmation

Receipt Date: Dec 28, 2012  
 Customer Name: Megan Martinez

Date	Description	Amount	Tax	Service Fee	Total
<b>DALLAS - (EXJPA3FE5F62)</b>					
Dec 28, 2012	201200305008	\$2.00	\$0.00	\$2.00	\$4.00
Dec 28, 2012	201200305007	\$2.00	\$0.00	\$2.00	\$4.00
Sub Total:				\$8.00	
Total Amount Charged				\$8.00	

**Instructions to view the purchased documents:**

1. To view the purchased documents login to your account and go to "Account Settings" using the link available in the drop down under your email address on the top right corner of the search page.
2. Click on "View Payment History".
3. Go to the "Web Payment History" tab and click on the "Details" icon for the transaction to view the purchased documents.
4. Click on the "View Item" link (if available\*) to view the purchased document.

\* You have full access to the purchased document(s) for 24 hours after the purchasing them. Once the time period has expired, you must purchase the document(s) again to get full access for another 24 hours.

**\*\*Please do not reply to this automated email.\*\***

Add [support@amcad.com](mailto:support@amcad.com) to your address book to ensure that you receive account changes and payment confirmation emails in your inbox.

Dallas County Clerk

509 Main St | Suite 200 | Dallas, Texas 75202-3551

Friday, December 28, 2012 AOL: MMAF13



201200181594 ✓  
DEED 1/4



**RECORD AND RETURN TO:**  
Hunton & Williams, LLP  
1445 Ross Avenue  
Suite 3700  
Dallas, Texas 75202  
Attention: Thomas H. Cantrill

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.**

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

**INDEPENDENT ADMINISTRATOR'S DEED**  
**9 Robledo Drive, Dallas, Texas**

Max D. Hopper ("Decedent"), a resident of Dallas County, Texas, died intestate on January 25, 2010.

An Application for Independent Administration Pursuant to Texas Probate Code §145(e) and for Waiver of Bond Pursuant to §145(p) was filed April 28, 2010 in Cause No. PR-10-1517-3, *In Re: Estate of Max D. Hopper, Deceased*, Dallas County Probate Court No. 3, and Judge Michael E. Miller signed an order appointing JPMorgan Chase Bank, N.A. as Independent Administrator of the Estate of Max D. Hopper on June 30, 2010. JPMorgan Chase Bank, N.A. qualified to serve as Independent Administrator on June 30, 2010 and has continuously served as the Independent Administrator of the Estate of Max D. Hopper (the "Estate") through the date of this instrument.

At the date of death of the Decedent, the Decedent owned an undivided one-half community property interest (the "Estate's Undivided 50% Interest") in that certain real property, including any fixtures and/or improvements now or hereafter existing on the real property, located at 9 Robledo Drive, Dallas County, Texas 75230, and more particularly described as follows:

Lot 18 in Block 15/6378 of The Estates, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 91058, Page 1037 of the Map Records of Dallas County, Texas.

The foregoing property, together with all improvements thereon, and all right, title, and interest of the grantor and Jo N. Hopper in and to adjacent sidewalks, streets, roads, alleys and rights-of-way shall be referred to hereafter as the "Property".



At the death of the Decedent, the other undivided one-half interest in the Property was owned by Jo N. Hopper, the surviving widow of the Decedent.

In this instrument, JPMorgan Chase, N.A., acting as Independent Administrator of the Estate, and not in its corporate capacity, is referred to as the "Grantor". In order to evidence the Independent Administrator's release of the Property from its control as Independent Administrator of the Estate, and its conveyance of the Estate's Undivided 50% Interest in the Property to the Estate's beneficiaries, the Grantor by this instrument intends to document its release of any right it has to continue to administer the undivided fifty percent interest in the Property owned by Jo N. Hopper, and to convey the Estate's Undivided 50% Interest in the Property in undivided interests as follows: 50% undivided interest in the Estate's Undivided 50% Interest to Laura S. Wassmer; and 50% undivided interest in the Estate's Undivided 50% Interest to Stephen Hopper. Thus, after this conveyance has been made, the Property will be owned by Jo N. Hopper (undivided 50% interest), by Laura S. Wassmer (undivided 25% interest) and by Stephen Hopper (undivided 25% interests), in each instance subject to the Permitted Exceptions set forth below.

NOW, THEREFORE, in consideration of the premises, as of the date of this instrument, the Grantor hereby releases any right it may have to continue to administer the undivided fifty percent interest of Jo N. Hopper in the Property unto Jo N. Hopper. The Grantor also GRANTS and CONVEYS, and by these presents does GRANT and CONVEY, the Estate's Undivided 50% Interest in and to the Property in undivided interests as follows: 50% undivided in the Estate's Undivided 50% Interest to Laura S. Wassmer; and 50% undivided interest in the Estate's Undivided 50% Interest to Stephen Hopper.

This conveyance is expressly made subject to: (i) unpaid taxes for the year 2012 and subsequent years; (ii) the debt and lien secured by that certain Texas Home Equity Security Instrument filed March 25, 2003 in the Dallas County Deed Records at Vol. 56, beginning at page 00642; (iii) all other valid and existing liens, easements and encumbrances affecting the Property on the date hereof, whether recorded or unrecorded; and (iv) the homestead rights in such Property held by Jo N. Hopper as the surviving spouse of the Decedent (collectively the "Permitted Exceptions").

TO HAVE AND TO HOLD the Estate's Undivided 50% Interest in the Property, together with all and singular the rights, privileges and appurtenances thereto or in anywise belonging, unto Laura S. Wassmer and Stephen Hopper, and such grantees' heirs, executors, successors and assigns forever, and on behalf of the Estate (it being understood that JPMorgan Chase N.A. in its corporate capacity makes no representation and gives no warranties whatsoever), the Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Estate's Undivided 50% Interest in and to the Property unto said grantees and said grantees' heirs, executors, successors and assigns, against every person whomsoever lawfully claiming the same, or any part thereof, by, through or under the Grantor, but not otherwise, subject to the Permitted Exceptions.

EXECUTED as of the 25th day of June, 2012.

JPMORGAN CHASE BANK, N.A., Independent Administrator,  
Estate of Max D. Hopper, Deceased

Address of Grantor:  
2200 Ross Avenue  
Dallas, Texas 75201

By: Matthew A. Theisen  
Matthew A. Theisen, Vice President

Addresses of Grantees:

Jo N. Hopper  
9 Robledo Drive  
Dallas, Texas 75230

Laura S. Wassmer  
8005 Roe Avenue  
Prairie Village, Kansas 66208

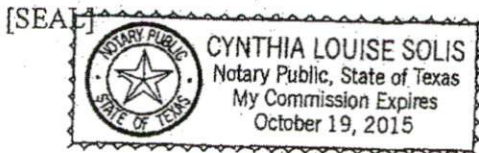
Stephen Hopper  
501 NW 41<sup>st</sup> Street  
Oklahoma City, Oklahoma 73118

STATE OF TEXAS           §  
COUNTY OF DALLAS     §

BEFORE ME, the undersigned authority, on this day personally appeared Matthew A. Theisen, as Vice President of JPMorgan Chase Bank, N.A., acting as Independent Administrator of the Estate of Max D. Hopper, known to me to be the person named in the foregoing instrument, and after first being duly sworn stated that he signed such instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of June, 2012.

Cynthia Louise Solis  
Notary Public in and for the State of Texas





Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
06/25/2012 01:43:06 PM  
\$24.00



*JFW*

201200181594

TAX STATEMENT



2012

PROPERTY OWNER

HOPPER JO N &  
 QUAGMIRE LLC  
 9 ROBLEDO DR  
 DALLAS TX 75230-3054

PROPERTY DESCRIPTION

Real Property

THE ESTATES  
 BLK 15/6378 LT 18  
 VOL 97041/1724 DD022497 CO-DALLAS  
 6378 015 01800 1006378 015



STATEMENT DATE: 12-14-2012  
 LOCATION: 9 ROBLEDO DR, DA

PROPERTY ACCOUNT NUMBER	YEAR	LAND VALUE	IMPROVEMENT VALUE	AG. VALUE	MARKET VALUE
00637800150180000					
CURRENT VALUE	2012	421,560	1,187,070	\$0	1,608,630
LIMITED VALUE					0

Jurisdiction	Homestead Exemption	Over 65 Exemption	Surviving Spouse Exemption	Taxable Value	Tax Rate	Tax Due
DAL CNTY	321,727*	Frozen*	34,500*	1,217,904	.2431000	\$2,960.72
HOSP DIST	321,727*	34,500*	34,500*	1,217,904	.2710000	\$3,300.52
COLL DIST	321,727*	25,000*	25,000*	1,236,904	.1193750	\$1,476.56
SCH EQUAL	321,727*	34,500*	34,500*	1,217,904	.0099370	\$121.03
DALLAS ISD	175,864*	Frozen*	22,500*	1,387,767	1.2903470	\$17,907.02
DALLAS CTY	321,727*	32,000*	32,000*	1,222,904	.7970000	\$9,746.55

Total Taxes for Account: \$35,512.40  
 Previous Payment on Account: 5.00

\*\*\* CORRECTED STATEMENT \*\*\*

Pay Taxes online at  
[www.dallascounty.org](http://www.dallascounty.org)

**PAY BY JANUARY 31, 2013**  
**\$35,512.40**

*Your check may be converted to electronic funds transfer*

**Return This Portion With Your Payment**

Account: 00637800150180000

2

000006030708000001050001080000000011200035512403

IF PAID IN	P&I	TOTAL DUE
FEBRUARY 2013	7%	\$37,998.27
MARCH 2013	9%	\$38,708.52

Remit To:  
 John R. Ames, CTA  
 P O Box 139066  
 Dallas, Texas 75313-9066

**PAY BY JANUARY 31, 2013**  
**\$35,512.40**  
 Amount Paid: \$ \_\_\_\_\_

HOPPER JO N &  
 QUAGMIRE LLC  
 9 ROBLEDO DR  
 DALLAS TX 75230-3054

