

Senator Lucio offered the following amendment to the bill:

**Floor Amendment No. 1**

Amend **SB 629** (Senate committee printing), by striking SECTION 2 of the bill (page 1, lines 25-37), and substituting the following:

SECTION 2. Section 5.062, Property Code, is amended by amending Subsection (a) and adding Subsection (e) to read as follows:

(a) This subchapter applies only to a transaction involving an executory contract for conveyance of real property used or to be used as the purchaser's residence or as the residence of a person related to the purchaser within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code. For purposes of this subchapter, and only for the purposes of this subchapter:

(1) [;] a lot measuring one acre or less is presumed to be residential property; and

(2) an option to purchase real property that includes or is combined or executed concurrently with a residential lease agreement, together with the lease, is considered an executory contract for conveyance of real property.

(e) Sections 5.066, 5.067, 5.071, 5.075, 5.081, and 5.082 do not apply to an executory contract described by Subsection (a)(2).

The amendment to **SB 629** was read and was adopted by a viva voce vote.

All Members are deemed to have voted "Yea" on the adoption of Floor Amendment No. 1 except as follows:

Absent-excused: Jackson, Janek, Wentworth, Williams.

Senator Lucio offered the following amendment to the bill:

**Floor Amendment No. 2**

Amend **SB 629** (Senate committee printing) as follows:

(1) In SECTION 5 of the bill, in added Subdivision (1), Subsection (b), Section 5.085, Property Code (page 4, line 7), strike "or".

(2) In SECTION 5 of the bill, in added Subdivision (2), Subsection (b), Section 5.085, Property Code (page 4, line 10), strike the period and substitute:

; or

(3) placed on the property by the seller prior to the execution of the contract in exchange for a loan used only to purchase the property if:

(A) the seller, not later than the third day before the date the contract is executed, notifies the purchaser in a separate written disclosure:

(i) of the name, address, and phone number of the lienholder or, if applicable, servicer of the loan;

(ii) of the loan number and outstanding balance of the loan;

(iii) of the monthly payments due on the loan and the due date of those payments; and

(iv) in 14-point type that, if the seller fails to make timely payments to the lienholder, the lienholder may attempt to collect the debt by foreclosing on the lien and selling the property at a foreclosure sale;

(B) the lien:

(i) is attached only to the property sold to the purchaser under the contract; and

(ii) secures indebtedness that, at no time, is or will be greater in amount than the amount of the total outstanding balance owed by the purchaser under the executory contract;

(C) the lienholder:

(i) does not prohibit the property from being encumbered by an executory contract; and

(ii) consents to verify the status of the loan on request of the purchaser and to accept payments directly from the purchaser if the seller defaults on the loan; and

(D) the following covenants are placed in the executory contract:

(i) a covenant that obligates the seller to make timely payments on the loan and to give monthly statements to the purchaser reflecting the amount paid to the lienholder, the date the lienholder receives the payment, and the information described by Paragraph (A);

(ii) a covenant that obligates the seller, not later than the third day the seller receives or has actual knowledge of a document or an event described by this subparagraph, to notify the purchaser in writing in 14-point type that the seller has been sent a notice of default, notice of acceleration, or notice of foreclosure or has been sued in connection with a lien on the property and to attach a copy of all related documents received to the written notice; and

(iii) a covenant that warrants that if the seller does not make timely payments on the loan or any other indebtedness secured by the property, the purchaser may, without notice, cure any deficiency with a lienholder directly and deduct from the total outstanding balance owed by the purchaser under the executory contract, without the necessity of judicial action, 150 percent of any amount paid to the lienholder.

The amendment to **SB 629** was read and was adopted by a viva voce vote.

All Members are deemed to have voted "Yea" on the adoption of Floor Amendment No. 2 except as follows:

Absent-excused: Jackson, Janek, Wentworth, Williams.

Senator Lucio offered the following amendment to the bill:

### **Floor Amendment No. 3**

Amend **SB 629** (Senate committee printing) in Subsection (a), SECTION 6 of the bill (page 4, lines 28-30), by striking "in effect on the effective date of this Act, regardless of the date on which the purchaser and seller entered into the contract" and substituting "entered into on or after January 1, 2006".

The amendment to **SB 629** was read and was adopted by a viva voce vote.

All Members are deemed to have voted "Yea" on the adoption of Floor Amendment No. 3 except as follows:

Absent-excused: Jackson, Janek, Wentworth, Williams.

Senator Lucio offered the following amendment to the bill:

**Floor Amendment No. 4**

Amend **SB 629** (Senate committee printing) in SECTION 5 of the bill, in added Section 5.085, Property Code (page 4, between lines 25 and 26), by inserting the following new Subsection (d):

(d) A seller is not liable under this section if:

(1) a lien is placed on the property by a person other than the seller; and  
(2) not later than the 30th day after the date the seller receives notice of the lien, the seller takes all steps necessary to remove the lien and has the lien removed from the property.

The amendment to **SB 629** was read and was adopted by a viva voce vote.

All Members are deemed to have voted "Yea" on the adoption of Floor Amendment No. 4 except as follows:

Absent-excused: Jackson, Janek, Wentworth, Williams.

On motion of Senator Lucio and by unanimous consent, the caption was amended to conform to the body of the bill as amended.

**SB 629** as amended was passed to engrossment by a viva voce vote.

All Members are deemed to have voted "Yea" on the passage to engrossment except as follows:

Nays: Nelson.

Absent-excused: Jackson, Janek, Wentworth, Williams.

**COMMITTEE SUBSTITUTE  
SENATE BILL 127 ON SECOND READING**

Senator Lindsay moved to suspend the regular order of business to take up for consideration **CSSB 127** at this time on its second reading:

**CSSB 127**, Relating to disease control programs to reduce the risk of certain communicable diseases.

The motion prevailed by a viva voce vote.

All Members are deemed to have voted "Yea" on suspension of the regular order of business except as follows:

Nays: Brimer, Carona, Estes, Fraser, Harris, Nelson, Ogden, Seliger, Shapiro, Staples.

Absent-excused: Jackson, Janek, Wentworth, Williams.

The bill was read second time and was passed to engrossment by the following vote: Yeas 17, Nays 10.

Yeas: Armbrister, Averitt, Barrientos, Deuell, Duncan, Ellis, Eltife, Gallegos, Hinojosa, Lindsay, Lucio, Madla, Shapleigh, Van de Putte, West, Whitmire, Zaffirini.

Nays: Brimer, Carona, Estes, Fraser, Harris, Nelson, Ogden, Seliger, Shapiro, Staples.

Absent-excused: Jackson, Janek, Wentworth, Williams.