

**AGREEMENT TO CONVERT SEPARATE PROPERTY
TO COMMUNITY PROPERTY**

General Instructions: This agreement is for use in converting separate property to community property pursuant to Texas Family Code Section 4.203, when the residence for which you are seeking a homestead exemption was acquired before marriage.

I _____ and _____

agree that the following property is being converted to community property:

Address

City, State Zip Code

HCAD account number

This agreement is enforceable without consideration. We are entering into this agreement voluntarily and with knowledge of the following legal effects of entering into this agreement:

THIS INSTRUMENT CHANGES SEPARATE PROPERTY TO COMMUNITY PROPERTY. THIS MAY HAVE ADVERSE CONSEQUENCES DURING MARRIAGE AND ON TERMINATION OF THE MARRIAGE BY DEATH OR DIVORCE. FOR EXAMPLE:

EXPOSURE TO CREDITORS. IF YOU SIGN THIS AGREEMENT, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME SUBJECT TO THE LIABILITIES OF YOUR SPOUSE. IF YOU DO NOT SIGN THIS AGREEMENT, YOUR SEPARATE PROPERTY IS GENERALLY NOT SUBJECT TO THE LIABILITIES OF YOUR SPOUSE UNLESS YOU ARE PERSONALLY LIABLE UNDER ANOTHER RULE OF LAW.

RECORDING IN DEED RECORDS. A CONVERSION OF SEPARATE PROPERTY TO COMMUNITY PROPERTY DOES NOT AFFECT THE RIGHTS OF A PREEXISTING CREDITOR OF THE SPOUSE WHOSE SEPARATE PROPERTY IS BEING CONVERTED.

A CONVERSION OF SEPARATE PROPERTY TO COMMUNITY PROPERTY MAY BE RECORDED IN THE DEED RECORDS OF THE COUNTY IN WHICH A SPOUSE RESIDES AND OF THE COUNTY IN WHICH ANY REAL PROPERTY IS LOCATED.

A CONVERSION OF REAL PROPERTY FROM SEPARATE PROPERTY TO COMMUNITY PROPERTY IS CONSTRUCTIVE NOTICE TO A GOOD FAITH PURCHASER FOR VALUE OR A CREDITOR WITHOUT ACTUAL NOTICE ONLY IF THE AGREEMENT TO CONVERT THE PROPERTY IS ACKNOWLEDGED AND RECORDED IN THE DEED RECORDS OF THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED.

LOSS OF MANAGEMENT RIGHTS. IF YOU SIGN THIS AGREEMENT, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME SUBJECT TO EITHER THE JOINT MANAGEMENT, CONTROL, AND DISPOSITION OF YOU AND YOUR SPOUSE OR THE SOLE MANAGEMENT, CONTROL, AND DISPOSITION OF YOUR SPOUSE ALONE. IN THAT EVENT, YOU WILL LOSE YOUR MANAGEMENT RIGHTS OVER THE PROPERTY. IF YOU DO NOT SIGN THIS AGREEMENT, YOU WILL GENERALLY RETAIN THOSE RIGHTS.

LOSS OF PROPERTY OWNERSHIP. IF YOU SIGN THIS AGREEMENT AND YOUR MARRIAGE IS SUBSEQUENTLY TERMINATED BY THE DEATH OF EITHER SPOUSE OR BY DIVORCE, ALL OR PART OF THE SEPARATE PROPERTY BEING CONVERTED TO COMMUNITY PROPERTY MAY BECOME THE SOLE PROPERTY OF YOUR SPOUSE OR YOUR SPOUSE'S HEIRS. IF YOU DO NOT SIGN THIS AGREEMENT, YOU GENERALLY CANNOT BE DEPRIVED OF OWNERSHIP OF YOUR SEPARATE PROPERTY ON TERMINATION OF YOUR MARRIAGE, WHETHER BY DEATH OR DIVORCE.

Name

Date

Name

Date

STATE OF TEXAS

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§

COUNTY OF HARRIS

§

The foregoing instrument was acknowledged before me on the ____ day of _____ 20__, by _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

The foregoing instrument was acknowledged before me on the ____ day of _____ 20__, by _____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS