

By: Orr

H.B. No. 491

A BILL TO BE ENTITLED

AN ACT

relating to the Uniform Residential Mortgage Satisfaction Act.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Title 3, Property Code, is amended by adding Chapter 15 to read as follows:

CHAPTER 15. UNIFORM RESIDENTIAL MORTGAGE SATISFACTION ACT

SUBCHAPTER A. DEFINITIONS AND GENERAL PROVISIONS

Sec. 15.001. SHORT TITLE. This chapter may be cited as the Uniform Residential Mortgage Satisfaction Act.

Sec. 15.002. DEFINITIONS. In this chapter:

(1) "Address for giving a notification" means, for the purpose of a particular type of notification, the most recent address provided in a document by the intended recipient of the notification to the person giving the notification, unless the person giving the notification knows of a more accurate address, in which case the term means that address.

(2) "Day" means calendar day.

(3) "Document" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(4) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

(5) "Entitled person" means a person liable for

1 payment or performance of the obligation secured by the real
2 property described in a security instrument, or the landowner.

3 (6) "Good faith" means honesty in fact and the
4 observance of reasonable commercial standards of fair dealing.

5 (7) "Landowner" means a person that, before
6 foreclosure, has the right of redemption in the real property
7 described in a security instrument, except that for the purposes of
8 this chapter, the purchaser under an executory contract for
9 conveyance is considered the landowner. The term does not include:

10 (A) a person that holds only a lien on the real
11 property; or

12 (B) the seller under an executory contract for
13 conveyance.

14 (8) "Notification" means a document containing
15 information required under this chapter and signed by the person
16 required to provide the information.

17 (9) "Payoff amount" means the sum necessary to satisfy
18 a secured obligation.

19 (10) "Payoff statement" means a document containing
20 the information specified in Section 15.051(d).

21 (11) "Person" means an individual, corporation,
22 business trust, estate, trust, partnership, limited liability
23 company, association, joint venture, public corporation,
24 government, or governmental subdivision, agency, or
25 instrumentality, or any other legal or commercial entity.

26 (12) "Recording data" means the date and the volume
27 and page number, film code number, or county clerk file number that

1 indicate where a document is recorded in the appropriate
2 governmental office under the law of this state.

3 (13) "Residential real property" means real property
4 located in this state that is used primarily for personal, family,
5 or household purposes, regardless of whether the property is
6 occupied by the owner or a tenant, and that is improved by one to
7 four dwelling units or is land that is zoned or otherwise restricted
8 by law, including restrictive covenants, for improvement by one to
9 four dwelling units. The term includes a residential unit in a
10 condominium regime.

11 (14) "Secured creditor" means a person that holds or
12 is the beneficiary of a security interest or that is authorized both
13 to receive payments on behalf of a person that holds a security
14 interest and to record a satisfaction of the security instrument
15 upon receiving full performance of the secured obligation. The
16 term includes the seller under an executory contract for
17 conveyance. The term does not include a trustee under a security
18 instrument.

19 (15) "Secured obligation" means an obligation the
20 payment or performance of which is secured by a security interest.

21 (16) "Security instrument" means an agreement,
22 however denominated, that creates or provides for an interest in
23 residential real property to secure payment or performance of an
24 obligation, whether or not it also creates or provides for a lien on
25 personal property. The term includes an executory contract for
26 conveyance.

27 (17) "Security interest" means an interest in

1 residential real property created by a security instrument. The
2 term includes the seller's interest under an executory contract for
3 conveyance.

4 (18) "Sign" means, with present intent to authenticate
5 or adopt a document:

6 (A) to execute or adopt a tangible symbol; or

7 (B) to attach to or logically associate with the
8 document an electronic sound, symbol, or process.

9 (19) "State" means a state of the United States, the
10 District of Columbia, Puerto Rico, the United States Virgin
11 Islands, or any territory or insular possession subject to the
12 jurisdiction of the United States.

13 (20) "Submit for recording" means to deliver, with
14 required fees and taxes, a document sufficient to be recorded under
15 this chapter to the appropriate governmental office under the law
16 of this state, except as provided by Section 15.053(e).

17 Sec. 15.003. NOTIFICATION: MANNER OF GIVING AND EFFECTIVE
18 DATE. (a) A person gives a notification by:

19 (1) depositing it with the United States Postal
20 Service with first-class postage paid or with a commercially
21 reasonable delivery service with cost of delivery provided,
22 properly addressed to the recipient's address for giving a
23 notification;

24 (2) sending it by facsimile transmission, electronic
25 mail, or other electronic transmission to the recipient's address
26 for giving a notification, but only if the recipient agreed to
27 receive notification in that manner; or

1 (3) causing it to be received at the address for giving
2 a notification within the time that it would have been received if
3 given pursuant to Subdivision (1).

4 (b) A notification is effective:

5 (1) the day after it is deposited with a commercially
6 reasonable delivery service for overnight delivery;

7 (2) three days after it is deposited with the United
8 States Postal Service, first-class mail with postage prepaid, or
9 with a commercially reasonable delivery service for delivery other
10 than by overnight delivery;

11 (3) the day it is given, if given pursuant to
12 Subsection (a)(2); or

13 (4) the day it is received, if given by a method other
14 than as provided in Subsection (a)(1) or (2).

15 Sec. 15.004. DOCUMENT OF RESCISSION: EFFECT; LIABILITY FOR
16 WRONGFUL RECORDING. (a) In this section, "document of rescission"
17 means a document stating that an identified satisfaction or
18 affidavit of satisfaction of a security instrument was recorded
19 erroneously, the secured obligation remains unsatisfied, and the
20 security instrument remains in force.

21 (b) If a person records a satisfaction or affidavit of
22 satisfaction of a security instrument in error, the person may
23 execute and record a document of rescission. Upon recording, the
24 document rescinds an erroneously recorded satisfaction or
25 affidavit.

26 (c) A recorded document of rescission has no effect on the
27 rights of a person that:

1 (1) acquired an interest in the real property
2 described in a security instrument after the recording of the
3 satisfaction or affidavit of satisfaction of the security
4 instrument and before the recording of the document of rescission;
5 and

6 (2) would otherwise have priority over or take free of
7 the lien created by the security instrument under the law of this
8 state.

9 (d) A person that erroneously or wrongfully records a
10 document of rescission is liable to any person injured thereby for
11 the actual damages caused by the recording and reasonable
12 attorney's fees and costs.

13 [Sections 15.005-15.050 reserved for expansion]

14 SUBCHAPTER B. SECURED CREDITOR TO RECORD SATISFACTION;

15 LIABILITY FOR FAILURE

16 Sec. 15.051. PAYOFF STATEMENT: REQUEST AND CONTENT. (a)

17 An entitled person, or an agent authorized by an entitled person to
18 request a payoff statement, may give to the secured creditor a
19 notification requesting a payoff statement for a specified payoff
20 date not more than 30 days after the notification is given. The
21 notification must contain:

22 (1) the entitled person's name;

23 (2) if given by a person other than an entitled person,
24 the name of the person giving the notification and a statement that
25 the person is an authorized agent of the entitled person;

26 (3) a direction whether the statement is to be sent to
27 the entitled person or that person's authorized agent;

1 (4) the address to which the creditor must send the
2 statement; and

3 (5) sufficient information to enable the creditor to
4 identify the secured obligation and the real property encumbered by
5 the security interest.

6 (b) If a notification under Subsection (a) directs the
7 secured creditor to send the payoff statement to a person
8 identified as an authorized agent of the entitled person, the
9 secured creditor must send the statement to the agent, unless the
10 secured creditor knows that the entitled person has not authorized
11 the request.

12 (c) Within 10 days after the effective date of a
13 notification that complies with Subsection (a), the secured
14 creditor shall issue a payoff statement and send it as directed
15 pursuant to Subsection (a)(3) in the manner prescribed in Section
16 15.003 for giving a notification. A secured creditor that sends a
17 payoff statement to the entitled person or the authorized agent may
18 not claim that the notification did not satisfy Subsection (a). If
19 the person to whom the notification is given once held an interest
20 in the secured obligation but has since assigned that interest, the
21 person need not send a payoff statement but shall give a
22 notification of the assignment to the person to whom the payoff
23 statement otherwise would have been sent, providing the name and
24 address of the assignee.

25 (d) A payoff statement must contain:

26 (1) the date on which it was prepared and the payoff
27 amount as of that date, including the amount by type of each fee,

1 charge, or other sum included within the payoff amount;

2 (2) the information reasonably necessary to calculate
3 the payoff amount as of the requested payoff date, including the per
4 diem interest amount; and

5 (3) the payment cutoff time, if any, the address or
6 place where payment must be made, and any limitation as to the
7 authorized method of payment.

8 (e) A payoff statement may contain the amount of any fees
9 authorized under this section not included in the payoff amount.

10 (f) A secured creditor may not qualify a payoff amount or
11 state that it is subject to change before the payoff date unless the
12 payoff statement provides information sufficient to permit the
13 entitled person or the person's authorized agent to request an
14 updated payoff amount at no charge and to obtain that updated payoff
15 amount during the secured creditor's normal business hours on the
16 payoff date or the immediately preceding business day.

17 (g) A secured creditor must provide upon request one payoff
18 statement without charge during any six-month period. A secured
19 creditor may charge a fee of \$25 for each additional payoff
20 statement requested during that six-month period. However, a
21 secured creditor may not charge a fee for providing an updated
22 payoff amount under Subsection (f) or a corrected payoff statement
23 under Section 15.052(a).

24 (h) Unless the security instrument provides otherwise, a
25 secured creditor is not required to send a payoff statement by means
26 other than first-class mail. If the creditor agrees to send a
27 statement by another means, it may charge a reasonable fee for

1 complying with the requested manner of delivery.

2 (i) Except as otherwise provided in Section 15.055, if a
3 secured creditor to which a notification has been given pursuant to
4 Subsection (a) does not send a timely payoff statement that
5 substantially complies with Subsection (d), the creditor is liable
6 to the entitled person for any actual damages caused by the failure
7 plus \$500, but not punitive damages. A creditor that does not pay
8 the damages provided in this subsection within 30 days after
9 receipt of a notification demanding payment may also be liable for
10 reasonable attorney's fees and costs.

11 Sec. 15.052. UNDERSTATED PAYOFF STATEMENT: CORRECTION;
12 EFFECT. (a) If a secured creditor determines that the payoff
13 amount it provided in a payoff statement was understated, the
14 creditor may send a corrected payoff statement. If the entitled
15 person or the person's authorized agent receives and has a
16 reasonable opportunity to act upon a corrected payoff statement
17 before making payment, the corrected statement supersedes an
18 earlier statement.

19 (b) A secured creditor that sends a payoff statement
20 containing an understated payoff amount may not deny the accuracy
21 of the payoff amount as against any person that reasonably and
22 detrimentally relies upon the understated payoff amount.

23 (c) This chapter does not:

24 (1) affect the right of a secured creditor to recover
25 any sum that it did not include in a payoff amount from any person
26 liable for payment of the secured obligation; or

27 (2) limit any claim or defense that a person liable for

1 payment of a secured obligation may have under law other than this
2 chapter.

3 Sec. 15.053. SECURED CREDITOR TO SUBMIT SATISFACTION FOR
4 RECORDING; LIABILITY FOR FAILURE. (a) A secured creditor shall
5 submit for recording a satisfaction of a security instrument within
6 30 days after the creditor receives full payment or performance of
7 the secured obligation. If a security instrument secures a line of
8 credit or future advances, the secured obligation is fully
9 performed only if, in addition to full payment, the secured
10 creditor has received a notification requesting the creditor to
11 terminate the line of credit or containing a statement sufficient
12 to terminate the effectiveness of the provision for future advances
13 in the security instrument.

14 (b) Except as otherwise provided in Section 15.055, a
15 secured creditor that is required to submit a satisfaction of a
16 security instrument for recording and does not do so by the end of
17 the period specified in Subsection (a) is liable to the landowner
18 for any actual damages caused by the failure, but not punitive
19 damages.

20 (c) Except as otherwise provided in Subsection (d) and in
21 Section 15.055, a secured creditor that is required to submit a
22 satisfaction of a security instrument for recording and does not do
23 so by the end of the period specified in Subsection (a) is also
24 liable to the landowner for \$500 and any reasonable attorney's fees
25 and court costs incurred if, after the expiration of the period
26 specified in Subsection (a):

27 (1) the landowner gives the creditor a notification,

1 by any method authorized by Section 15.003 that provides proof of
2 receipt, demanding that the creditor submit a satisfaction for
3 recording; and

4 (2) the creditor does not submit a satisfaction for
5 recording within 30 days after receipt of the notification.

6 (d) Subsection (c) does not apply if the secured creditor
7 received full payment or performance of the secured obligation
8 before the effective date of this chapter.

9 (e) A secured creditor is considered to submit a
10 satisfaction of a security interest for recording if the secured
11 creditor submits the document, with required fees and taxes, to the
12 title insurance company or other closing agent overseeing the
13 transfer of title to the property.

14 Sec. 15.054. FORM AND EFFECT OF SATISFACTION. (a) A
15 document is a satisfaction of a security instrument if it:

16 (1) identifies the security instrument, the original
17 parties to the security instrument, the recording data for the
18 security instrument, and the office in which the security
19 instrument is recorded;

20 (2) states that the person signing the satisfaction is
21 the secured creditor;

22 (3) contains a legal description of the real property
23 identified in the security instrument, but only if a legal
24 description is necessary for a satisfaction to be properly indexed;

25 (4) contains language terminating the effectiveness
26 of the secured creditor's rights under the security instrument; and

27 (5) is signed by the secured creditor and acknowledged

1 as required by law for a conveyance of an interest in real property.

2 (b) The recording officer shall accept for recording a
3 satisfaction of a security instrument, unless:

4 (1) an amount equal to or greater than the applicable
5 recording fees and taxes is not tendered;

6 (2) the document is submitted by a method or in a
7 medium not authorized by the law of this state; or

8 (3) the document is not signed by the secured creditor
9 and acknowledged as required by law for a conveyance of an interest
10 in real property.

11 Sec. 15.055. LIMITATION OF SECURED CREDITOR'S LIABILITY. A
12 secured creditor is not liable under this chapter if it:

13 (1) established a reasonable procedure to achieve
14 compliance with its obligations under this chapter;

15 (2) complied with that procedure in good faith; and

16 (3) was unable to comply with its obligations because
17 of circumstances beyond its control.

18 [Sections 15.056-15.100 reserved for expansion]

19 SUBCHAPTER C. SATISFACTION BY AFFIDAVIT

20 Sec. 15.101. DEFINITION; ELIGIBILITY TO SERVE AS
21 SATISFACTION AGENT; REGULATION OF SATISFACTION AGENTS. (a) In
22 this subchapter, "title insurance company" means an organization
23 authorized to conduct the business of insuring titles to real
24 property in this state.

25 (b) The following may serve as a satisfaction agent under
26 this subchapter:

27 (1) a title insurance company, acting directly or

1 through an agent authorized to sign and submit for recording an
2 affidavit of satisfaction; or

3 (2) an attorney licensed to practice law in this state
4 and in good standing.

5 Sec. 15.102. AFFIDAVIT OF SATISFACTION: NOTIFICATION TO
6 SECURED CREDITOR. (a) If a secured creditor has not submitted for
7 recording a satisfaction of a security instrument within the period
8 specified in Section 15.053(a), a satisfaction agent acting for and
9 with authority from the landowner may give the secured creditor a
10 notification that the satisfaction agent intends to submit for
11 recording an affidavit of satisfaction of the security instrument.
12 The notification must include:

13 (1) the identity and mailing address of the
14 satisfaction agent;

15 (2) identification of the security instrument for
16 which a recorded satisfaction is sought, including the names of the
17 original parties to, and the recording data for, the security
18 instrument;

19 (3) a statement that the satisfaction agent has
20 reasonable grounds to believe that:

21 (A) the real property described in the security
22 instrument is residential real property;

23 (B) the person to which the notification is being
24 given is the secured creditor; and

25 (C) the secured creditor has received full
26 payment or performance of the secured obligation;

27 (4) a statement that a satisfaction of the security

1 instrument does not appear of record; and

2 (5) a statement that the satisfaction agent, acting
3 with the authorization of the owner of the real property described
4 in the security instrument, intends to sign and submit for
5 recording an affidavit of satisfaction of the security instrument
6 unless, within 30 days after the effective date of the
7 notification:

8 (A) the secured creditor submits a satisfaction
9 of the security instrument for recording;

10 (B) the satisfaction agent receives from the
11 secured creditor a notification stating that the secured obligation
12 remains unsatisfied; or

13 (C) the satisfaction agent receives from the
14 secured creditor a notification stating that the secured creditor
15 has assigned the security instrument and identifying the name and
16 address of the assignee.

17 (b) A notification under Subsection (a) must be sent by a
18 method authorized by Section 15.003 that provides proof of receipt
19 to the secured creditor's address for giving a notification for the
20 purpose of requesting a payoff statement or, if the satisfaction
21 agent cannot ascertain that address, to the secured creditor's
22 address for notification for any other purpose.

23 (c) This chapter does not require a person to agree to serve
24 as a satisfaction agent.

25 Sec. 15.103. AFFIDAVIT OF SATISFACTION: AUTHORIZATION TO
26 SUBMIT FOR RECORDING. (a) Subject to Subsections (b) and (c), a
27 satisfaction agent may sign and submit for recording an affidavit

1 of satisfaction of a security instrument complying with Section
2 15.104 if:

3 (1) the secured creditor has not, to the knowledge of
4 the satisfaction agent, submitted for recording a satisfaction of a
5 security instrument within 30 days after the effective date of a
6 notification complying with Section 15.102(a); or

7 (2) the secured creditor authorizes the satisfaction
8 agent to do so.

9 (b) A satisfaction agent may not sign and submit for
10 recording an affidavit of satisfaction of a security instrument if
11 it has received a notification under Section 15.102(a)(5)(B)
12 stating that the secured obligation remains unsatisfied.

13 (c) If a satisfaction agent receives a notification under
14 Section 15.102(a)(5)(C) stating that the security instrument has
15 been assigned, the satisfaction agent may not submit for recording
16 an affidavit of satisfaction of the security instrument without:

17 (1) giving a notification of intent to submit for
18 recording an affidavit of satisfaction to the identified assignee
19 at the identified address; and

20 (2) complying with Section 15.102 with respect to the
21 identified assignee.

22 Sec. 15.104. AFFIDAVIT OF SATISFACTION: CONTENT. An
23 affidavit of satisfaction of a security instrument must:

24 (1) identify the original parties to the security
25 instrument, the secured creditor, the recording data for the
26 security instrument, and, if necessary for proper indexing of the
27 affidavit, a legal description of the real property identified in

1 the security instrument;

2 (2) state the basis upon which the person signing the
3 affidavit is a satisfaction agent;

4 (3) state that the person signing the affidavit has
5 reasonable grounds to believe that the real property described in
6 the security instrument is residential real property;

7 (4) state that the person signing the affidavit has
8 reasonable grounds to believe that the secured creditor has
9 received full payment or performance of the secured obligation;

10 (5) state that the person signing the affidavit,
11 acting with the authority of the owner of the real property
12 described in the security instrument, gave notification to the
13 secured creditor of its intention to sign and submit for recording
14 an affidavit of satisfaction;

15 (6) describe the method by which the person signing
16 the affidavit gave notification in compliance with this chapter;

17 (7) state that:

18 (A) more than 30 days have elapsed since the
19 effective date of that notification, and the person signing the
20 affidavit has no knowledge that the secured creditor has submitted
21 a satisfaction for recording and has not received a notification
22 that the secured obligation remains unsatisfied; or

23 (B) the secured creditor authorized the person
24 signing the affidavit to sign and record an affidavit of
25 satisfaction; and

26 (8) be signed and acknowledged as required by law for a
27 conveyance of an interest in real property.

1 Sec. 15.105. AFFIDAVIT OF SATISFACTION: FORM. No
2 particular phrasing of an affidavit of satisfaction is required.
3 The following form of affidavit, when properly completed, is
4 sufficient to satisfy the requirements of Section 15.104:

5 [Date of Affidavit]

6 AFFIDAVIT OF SATISFACTION

7 The undersigned hereby states as follows:

8 1. I am: [check appropriate box]

9 [] an officer or a duly appointed agent of [Name of title
10 insurance company] (the "Company"), which is authorized to transact
11 the business of insuring titles to interests in real property in
12 this state, and I have been authorized by the Company to sign and
13 submit for recording an affidavit of satisfaction.

14 [] an attorney licensed to practice law in this state and
15 in good standing.

16 2. I am signing this Affidavit of Satisfaction to evidence
17 full payment or performance of the obligations secured by real
18 property covered by the following security instrument (the
19 "security instrument") currently held by (the "secured creditor"):

20 Title of security instrument:

21 Original parties to security instrument:

22 County and state of recording:

23 Recording data for security instrument:

24 3. I have reasonable grounds to believe that:

25 a. the secured creditor has received full payment or
26 performance of the balance of the obligations secured by the
27 security instrument; and

1 b. the real property described in the security
2 instrument constitutes residential real property.

3 4. With the authorization of the owner of the real property
4 described in the security instrument, I gave notification to the
5 secured creditor by [method authorized by Section 15.003, Property
6 Code, that provides proof of receipt] that I would sign and record
7 an affidavit of satisfaction of the security instrument if, within
8 30 days after the effective date of the notification, the secured
9 creditor did not submit a satisfaction of the security interest for
10 recording or give notification that the secured obligation remains
11 unsatisfied.

12 5. [check appropriate box]

13 [] The 30-day period identified in Paragraph 4 has elapsed,
14 I have no knowledge that the secured creditor has submitted a
15 satisfaction for recording, and I have not received notification
16 that the secured obligation remains unsatisfied.

17 [] The secured creditor responded to the notification in
18 Paragraph 4 by authorizing me to execute and record this affidavit
19 of satisfaction.

20 [Signature of Satisfaction Agent]

21 [Notarization]

22 Sec. 15.106. AFFIDAVIT OF SATISFACTION: EFFECT. (a) Upon
23 recording, an affidavit substantially complying with the
24 requirements of Section 15.104 constitutes a satisfaction of the
25 security instrument described in the affidavit.

26 (b) The recording of an affidavit of satisfaction of a
27 security instrument does not by itself extinguish any liability of

1 a person for payment or performance of the secured obligation.

2 (c) The recording officer may not refuse to accept for
3 recording an affidavit of satisfaction of a security instrument
4 unless:

5 (1) an amount equal to or greater than the applicable
6 recording fees and taxes is not tendered;

7 (2) the affidavit is submitted by a method or in a
8 medium not authorized by the law of this state; or

9 (3) the affidavit is not signed by the satisfaction
10 agent and acknowledged as required by law for a conveyance of an
11 interest in real property.

12 Sec. 15.107. LIABILITY OF SATISFACTION AGENT. (a) Except
13 as otherwise provided in Subsection (b), a satisfaction agent that
14 records an affidavit of satisfaction of a security instrument
15 erroneously or with knowledge that the statements contained in the
16 affidavit are false is liable to the secured creditor for any actual
17 damages caused by the recording and reasonable attorney's fees and
18 costs.

19 (b) A satisfaction agent that records an affidavit of
20 satisfaction of a security instrument erroneously is not liable if
21 the agent properly complied with this subchapter and the secured
22 creditor did not respond in a timely manner to the notification
23 pursuant to Section 15.102(a)(5).

24 (c) If a satisfaction agent records an affidavit of
25 satisfaction of a security instrument with knowledge that the
26 statements contained in the affidavit are false, this section does
27 not preclude:

1 (1) a court from awarding punitive damages on account
2 of the conduct;

3 (2) the secured creditor from proceeding against the
4 satisfaction agent under law of this state other than this chapter;
5 or

6 (3) the enforcement of any criminal statute
7 prohibiting the conduct.

8 [Sections 15.108-15.150 reserved for expansion]

9 SUBCHAPTER D. MISCELLANEOUS PROVISIONS

10 Sec. 15.151. UNIFORMITY OF APPLICATION AND CONSTRUCTION.

11 In applying and construing this Uniform Act, consideration must be
12 given to the need to promote uniformity of the law with respect to
13 its subject matter among states that enact it.

14 Sec. 15.152. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL
15 AND NATIONAL COMMERCE ACT. This chapter modifies, limits, and
16 supersedes the federal Electronic Signatures in Global and National
17 Commerce Act (15 U.S.C. Section 7001 et seq.) but does not modify,
18 limit, or supersede Section 101(c) of that Act (15 U.S.C. Section
19 7001(c)) or authorize electronic delivery of any of the notices
20 described in Section 103(b) of that Act (15 U.S.C. Section
21 7003(b)).

22 SECTION 2. Section 12.017, Property Code, is repealed.

23 SECTION 3. This Act does not affect the validity or effect
24 of an affidavit filed under Section 12.017, Property Code, before
25 the effective date of this Act.

26 SECTION 4. This Act takes effect September 1, 2005.