#### DANA DEBEAUVOIR, COUNTY CLERK

# Real Estate lindex Search Report # 786904 Requested By REBECCA LAFLURE (WEBPUBLIC) Grantor Begins with SHEA BRIGID

	J	Instrument#	Book	Page	Date Filed	Document Type	Name	More?	Associated Name	More?	Image	Legal Description	Status
	V	2001156540	0	٥	09/17/2001	DOCUMENT_TYPE	R SHEA BRIGID	1	E MORTGAGE ONE		~	E 56 FT OF LT 30 AND W 2.5 FT O FLT 31 BLK 10 IGREEN ACRES	Ferm
	1	P001156541	0	٥	09/17/2001	DOCUMENT_TYPE	R SHEA BRIGID	✓	E WELLS FARGO BANK WEST		₩	E 56 FT OF LT 30 AND W 2.5 FT O FLT 31 BLK 10 GREEN ACRES	Perm
	>g	2003031994	0	0	02/11/2003	DOCUMENT_TYPE	R SHEA BRIGID	✓	E GN MORTGAGE LLC	•	✓	ET 17 BLK 1 DRISKILL AND RAINCY SUBD	Perm
	W	2004085419			05/05/2004	DOCUMENT_TYPE	R SHEA BRIGIO	✓	E WELLS FARGO HOME MORTGAGE INC		✓	2604 GERAGHTY AVE AUSTIN TX 78757 E 56 FT LT 30 AND W 2.5 FT LT 31 BLK 10 GREEN ACRES	Pemi
	5/	2006070978			04/19/2006	DOCUMENT_TYPE	R SHEA BRIGID	✓	E SUNTRUST MORTGAGE INC	✓	<b></b> /*	2604 GERAGHTY AVE AUSTIN TX 78757 FAST 56 FT OF LT 30 AND THE WEST 2.5 FT OF LT 31 BLK 10 GREEN ACRES	Perm
	8	2006070979			04/19/2006	DOCUMENT_TYPE	R SHIEA BRIGID	✓	E PUBLIC THE		₩	2604 GERAGHTY AVE AUSTIN TX 78757 E 56FT LT 30 AND W 2.5FT LT 31 BUK 10 GREEN ACRES	Perm
٠.	V	2009107094			06/26/2009	DOGUMENT_TYPE	R SHEA BRIGID	✓	E ACIOPIA LLC		✓	2604 GERAGHTY AVE AUSTIN TX 78757 E 56' LT 30 & W 2.5' LT 31 BLK 10 GREEN ACRES	Perm
	8/	2009107095			06/28/2009	BOCUMENT_TYPE	R SHEA BRIGIO	•	E PUBLIC THE		✓	2604 GERAGHTY AVE AUSTIN TEXAS 78757 E 56' LT 30 & W 2 5' LT 31 BLK 10 GREEN ACRES	Pem
	9	2011141811			09/28/2011	DOCUMENT_TYPE	R SHEA BRIGID	✓	E JPIMORGAN CHASE BANK		✓	LT 17 BLK 1 DRISKILL AND RIANEYS SUBD PT CLT 72 AND 73 DIV E 73 RAINEY ST AUST IN TX 78701	Perm

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# DANA DEBEAUVOIR, COUNTY CLERK

#### Real Estate Index Detail

Report # 791753 Requested By REBECCA LAFLURE (WEBPUBLIC)

Date: 01/31/2012 04:17 PM

# **Document Information**

Instrument#: 2001156540 Document Type: DEED OF TRUST

Date Received: 09/17/2001 03:14:46 PM Book Type: NONE

Index Status: Permanent Index Book: 0
Image? ✓ Page: 0

Comments:

Grantors

1 UMPHRESS JOHN

2 SHEA BRIGID

Grantees

1 MORTGAGE ONE

Legal Information

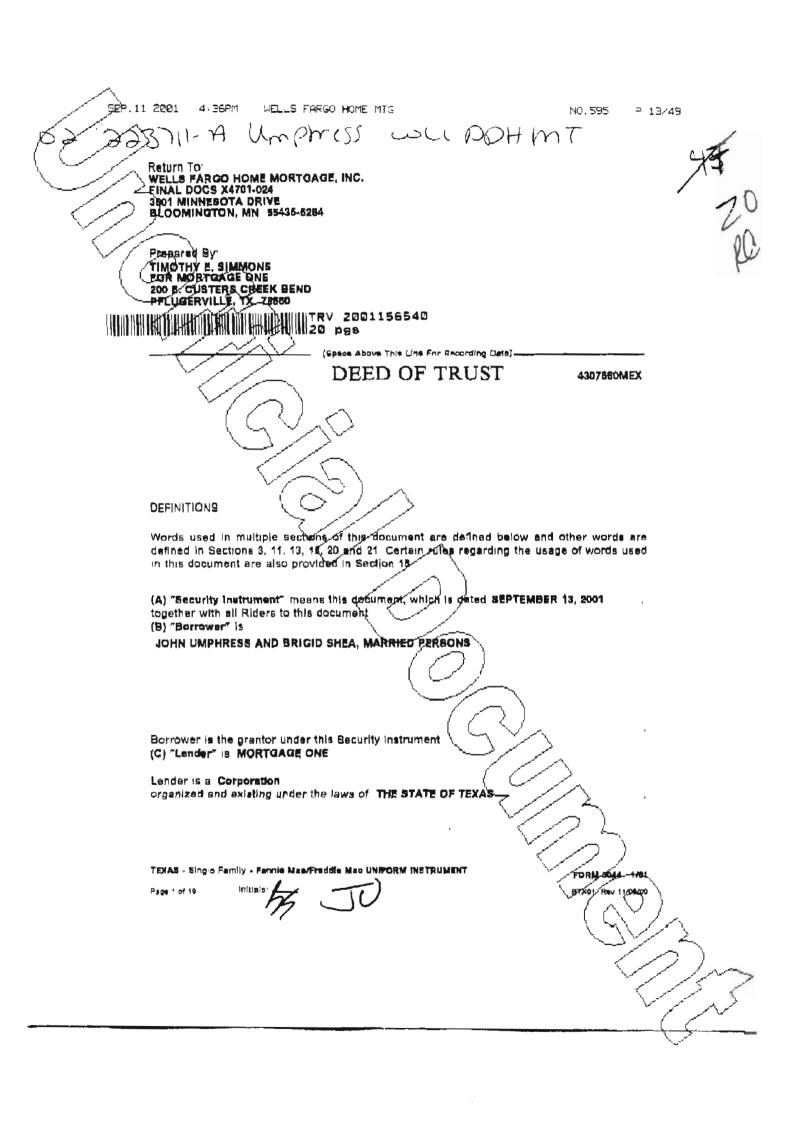
E 56 FT OF LT 30 AND W 2 5 FT O FLT 31 BLK 10 GREEN ACRES

Related Documents

1 2004134957 0 REL

Returnee Information

WELLS FARGO HOME MORTGAGE INC FINAL DOCS X4701-024, 2601 MINNESOTA DR BLOOMINGTON, MN 554355284



<i>&gt;</i>				
<b>\</b>				
<u> </u>				
/				
Lender a address is	API HOPAINI I T	DI TERRO		
Lender is the beneficiary under				
(D) "Trustee" IN ROBERT K.				•
Prustee's address is	05. HOUSTON, TX	77024		
(5) "Note " means the gramiss			ated SEPTE	MBER 13, 2001 -
The Note states that Sorrower				AND AND
NO/300 (U.S \$	us interest Borrow	er has promised	to one this	Dollars debt in regular
Periodic Payments and to pay	the debt in full not	later than OCT	DBER 1 203	11
(F) "Property" means the prop Rights in the Property "	erty that is describ	ed below under t	he heading	Transfer of
(G) "Loan" means the deby e	videnced by the N	ote, pjus interest	any prepa	lyment charges
and late charges due under the	e Note, and all sur	ns due under this	Security in	strument, plus
interest (H) "Riders" means all Ryders	s to this Security	Instrument that a	ira evecuta	d by Aprrower
The following Riders are to be				
Adjustable Rate Rider	Condominium Ri			Home Rider
Balloon Rider	Planned Unit Des Brweekly Payme		-	filly Rider s) (specify)
	T CHICARITY FAMILIE	iit Nibai	Car Other(	et fahecult
(i) "Applicable Law" means	all controlling as	plicable federal,	state and	local statutes,
regulations, ordinances and a	administrative rular	and orders (the		
weil as all applicable final, no (4) "Gommunity Association			" means	all dues free
assessments and other cha				
condominium association, her				,
(K) "Electronic Funds Transforginated by check, draft,				
electronic terminal, telephon	ic instrument, cor	inputer, of magn	etic taps i	so as to order,
instruct, or authorize a finance but is not limited to, point-of-i				
initiated by telephona, wire tr				
(L) "Escrow Items" means tho	se items that ere i	lescribed in Secti	on ∮	
(M) "Miscellaneous Proceeds" proceeds paid by any third proceeds				
described in Section 5) for (				
or other taking of all or any p				
(Iv) misrepresentations of, or (N) "Mortgage Insurance" me	omissions as to, th ans insurance prof	e value and/or <u>.co</u> sching Lender ag	grantion et t On offstanie	ne kroperty opayinent of, or
default on, the Loan.			\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	~ \
(O) "Periodic Payment" mea interest under the Note, plus				
(P) "RESPA" means the Real	Estate Settlemen	Procedures Act	(12 US.C	Section 2601 et
seq) and its implementing re	guiation, Regulatio	n X (24 C.F.R. Pai	1 3500), 18	they might be
87X02 Rev (2/18/00	Page 2 of 19	Initials.	-(1)	FORM 2044 1/01 \
		17/		$- I \wedge V$ .

amended\from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the boah does not qualify as a "federally related mortgage loan" under RESPA. (Q) "Buccessor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security instrument secures to Lender; (I) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's convenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property leseted in the

County [Type of Recording Jurisdiction]

TRAVIS [Name of Recording Jurisdiction]

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

THIS IS A PURCHASE MONEY MORTGAGE.
Percel ID Number. 01-3403-0110-0000 WHICH
2504 GERAGHTY AVENUE
AUSTIN

Which currently has the address of |Street| 79767

[Zip Code]

AUSTIN ("Property Address").

[City]. Texas

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Sacurity, instrument. All of the foregoing is referred to in this Security Instrument as the 'Rroperty'

BORROWER COVENANTS that Borrower is lawfully sensed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrowet warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and acquniform covenants with limited variations by jurisdiction to constitute a whiterer security instrument covering real property

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Secrew Items, Prepayment Charges, and Late Charges. Porrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note Sorrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lander under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or casher's check provided any such check is drawn upon an institution whose deposite are insured by a federal agency. Instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment are insufficient to bring the Loan current. Lender may accept any payment or partial payment throughout to bring the Loan current, without waiver of any rights hereunder or projudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted if each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower if not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security instrument or perferming the covenants and agreements secured by this Security instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority (s) interest due under the Nots; (b) principal due under the Nots, (c) amounts due under Section 3 Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

if Lender receives a payment from Borrower for a delinquent Paybodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge, if more than one Periodic Payment is outstanding. Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of the or made Periodic Payments, such excess may be applied to any late charges due voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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Any application of payments, insurance proceeds, or Miscallaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the

3/Funds for Esprow Items. Borrower shall pay to Lender on the day Periodic Payments due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Stagrity instrument as a lien or encumbrance on the Property; (b) leasehold payments of ground rents on the Property, if any, (c) premiums for any and all insurance payulted by Lander under Section 3, and (d) Mortgage insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow items" At origination or at any time during the term of the Loan, Lender may require that Commonity Association Dues, Fees, and Assessments, If any, be escrowed by Borrower, and such dues, fees and heresements shall be an Escrow Item. Borrower shall promptly furnish to Lender all hatites of amounts to be paid under this Section Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Eastfow Items. Lender may waive Borrower's obligation to pay to Lender Funds for end prization learners at any time. Any such waiver may only be in writing in the event of such waiver. Borrower shell pay directly, when and where payable, the amounts due for any Econow items for which payment of Funds has been waived by Lender and, if Lender requires, shall-furnish to Lender receipts evidencing such payment within such time period as Lender may require Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Becumy Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Estrow items directly, pursuant to a waiver, and Borrower falls to pay the amount due for an Bacrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such emount Lander may revoke the welver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation. Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3

Lender may, at any time, collect and hold Fynderin an amount (a) sufficient to permit Lander to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with Applicable Law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (Including Lender, it Lender is ap institution whose deposits are so insured) or in any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lander pays Borrower interest on the Funds and Applicable Law permits Lander to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds. Lender shall het be

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required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can appe in writing however, that interest shall be paid on the Funds. Lender shall give to Borrower without charge, an annual accounting of the Funds as required by RESPA.

there is a adrpius of Funds held in escrow, as defined under RESPA, Lender shall account to Berrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lander shall notify Borrower as required DURESPA, and Bortower shall pay to Lender the amount necessary to make up the shortage in accompanies with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Bunds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Sorrewer any, funds held by Lender

4 Charges; Liens. Borrawer shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, If any To the extent that these items are Escrow Items, Sorrower shall pay them to the manner provided in Section 3.

Borrower shall promptly gracharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in wating to the payment of the obligation secured by the iten in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the liep in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are perding, but only until such proceedings are concluded, or (c) secures from the holder of the Hen an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which care attain priority over this Security Instrument, Lender may give Borrower a notice identifying the Iten Within 10 days of the date on which that notice is given, Borrower shall satisfy the Jian or take one or more of the actions sat forth above in this Section 4

Lender may require Borrower to pay a one-time charge or a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including but not timited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The Insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably Lender may require Borrower to pay, in connection with this tean, either (a) a one-time charge for flood zone determination, certification and tracking tenrices, or (b) a one-time charge for flood zone determination and certification services and subsequent pharges each time remappings or similar changes occur which reasonably might affect such determination

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or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

if Berrower fells to maintain any of the coverages described above, Lender may obtain insurance coverage at Lender's option and Borrower's expense Lander is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover bender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater of league coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear injerest at the Note rate from the date of disbursement and shall be payable, with such interest, upon hotice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgages lindor as an additional loss payes. Lender shall have the right to hold the policies and venewal certificates if Lender requires. Borrower shall promptly give to Lender all receips of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgages and/or as an additional loss payes.

In the event of loss, Borrower shall give prompt police to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds. Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower if the restoration or repair is not economically reasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters if Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given in

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either event, or if Lender acquires the Property under Section 22 or otherwise, Sorrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpend under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

Decompany. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservators, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property Whether or not Borrower is residing in the Property. Borrower shall maintain the Property to order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not aconomically feasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage if insurance or condemnation proceeds are paid in connection with character to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lander may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed if the insurance or condemnation proceeds are not sufficient to repair or restors the Property. Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property if it has reasonable cause, Lender may hasped the interior of the improvements on the Property Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause

- 8. Borrower's Lean Application. Borrower shall be in default if, during the Loan application process. Borrower or any persons or entities string at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or falled to provide Lender with material information) in connection with the Loan Material representations include but are not limited to representations concerning Borrower's occupancy of the Property as Borrower's principal residence
- 8. Protection of Lender's interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or

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(c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to appearing any sums secured by a lien which has priority over this Security Instrument; (b) appearing the Court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or tights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property Includes, but is not limited to, entering the Property to make repairs, change looks, repisce or board up doors and windows, drain water from pipes, eliminate building or other code violetions or dangerous conditions, and have utilities turned on or off. Although Lander may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so it is agreed that Lender incurs to hability for not taking any or all actions authorized under this Section

Any amounts dissursed by bender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrowen requesting payment.

If this Security Inditiument is on a leasehold, Borrower shall comply with all the provisions of the leasehold and the fee title shall not marge unless Leader agrees to the marger in writing.

10. Mortgage insurance, if kinder required Mortgage insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage insurance in effect if, for any reason, the Mortgage insurance coverage required by Lender ceases to be available from the mortgage loading that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage insurance, Borrower shall pay the premjume required to obtain coverage substantially equivalent to the Mortgage insurance previously in effect, at a cost substantially equivalent to the cost to sorrower of the Mortgage insurance previously in effect, from an alternate mortgage insurer selected by bender if substantially equivalent Mortgage Insurance coverage is not available, Borrower, shall continue to pay to Lender the amount of the separately designated payments/that were due when the insurance coverage ceased to be in effect Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance Such loss reserve shall be non-refundable, notwithstending the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Modgage losurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage insurance, Borrower shall pay the premiums required to maintain Mortgage insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage insurance ands in accompance with any written agreement between Borrower and Lender providing for such termination on until termination is required by Applicable Law. Nothing in this Section (d affects Sorrower's obligation to pay interest at the rate provided in the Note

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Merigage insurance reimburses Lender (or any entity that purchases the Note) for certain justes it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Merigage madrers evaluate their total risk on all such insurance in force from time to time, and quasienter into agreements with other parties that ahare or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage maurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have evallable (which may include funds obtained from Mortgage insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Morrigage insurance, in exchange for sharing or modifying the mortgage insurar's risk, or reducing losses if such agreement provides that an affiliate of Lender takes a share of the frauer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage insurance or any other perms of the Lean, Such agreements will not increase the amount Borrower will owe for Mortgage insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - If any - with respect to the Mortgage insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have, the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation extermination.

11. Assignment of Miscellaneous Proceeds forfature. All Miscellaneous Proceeds are hereby assigned to end shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender that payments as the work is and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be rectified to tay Borrower any interest or earnings on such Miscellaneous Proceeds if the restoration of repair is not accommically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds and the order provided for in Section 2.

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In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security instrument, whother or not their due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is said to or greater than the amount of the sums secured by this Security intrument immediately before the partial taking, destruction, or loss in value, unless Borrower and bender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the Miscellaneous Process multiplied by the following fraction (s) the total amount of the sums secured immediately before the partial taking, destruction or loss in value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless sorrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due

If the Property is abandoned by Berrower, or if, after notice by Lender to Sorrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the soms secured by this Security instrument, whether or not then due "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds

Sorrower shall be in default if any abtion or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2

12. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to Borrower or any Successor in interest of Borrower whall not operate to release the liability of Borrower or any Successors in interest of Borrower. Lender shall not be required to commence proceedings against any Successor in interest of Sorrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by

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This Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities of Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a warver of or preclude the exercise of any right or remedy

13. John and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several blowever any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provision of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security instrument in writing, and is approved by Lander, shall obtain all of Borrower's rights and benefits under this Security Instrument Borrower shall not be released from Borrower's obligations and hability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law

If the Loan is subject to a law which self-maximum loan charges, and that law is finally interpreted so that the interest or other loan collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

16. Notices. All notices given by Borrower or Lender in connection with this Security instrument must be in writing. Any notice to Borrower in connection with this Security instrument shall be deemed to have been given to Borrower when maried by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly.

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requires otherwise. The notice address shall be the Property Address unless Borrower has designated a adheritist notice address by notice to Lender Borrower shall promptly notify Lender of Borrower's change of address if Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mall to Lender's address stated herein unless Lender has designated another address by notice to Borrower Any notice in connection with this Security Instrument shall had be desimed to have been given to Lender until actually received by Lender if any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law Severability; Rules of Construction. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located All rights and obligations (contended in this Security Instrument are subject to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract in the event that any provision or clause of this Security instrument of the Mole conflicts with Applicable Law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender: (b) words in the singu'ar shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action

17. Barrower's Copy. Barrower shall be given one copy of the Note and of this Security instrument

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser

If all or any part of the Property or any Interest in the Property is sold cottransferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require infinediate payment in full of all sums secured by this Security Instrument However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain

conditions, Borrower shall have the right to have enforcement of this Security Instrument (discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment existing this Security Instrument Those conditions are that Borrower (a) pays bender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expanses incurred in enforcing this Security (natrument, including, but not limited to reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security instrument. and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lander. (a) cash; (b) money order; (c) certified check, bank check, tragaurer's check or cashler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Fransfer Upon reinstatement by Borrower, this Security instrument and abilitations secured hereby shall remain fully effective as if no acceleration had occurred. However this right to reinstate shall not apply in the case of acceleration under Bection 18

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower A sele might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and parforms other mortgage (can servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer or servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower with remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforced the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Lew provides a time period which must slapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

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The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20

24. Hazardous Substances. As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, poliutants, or wastes by Environmental Law and the following substances: gescline, kerosene, other fiammable or toxic petroleum products, toxic pesticides and herbicides, voistile solvents, materials containing asbestos of formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and raws of the jurisdiction where the Property is located that relate to health, exerct or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger as Environment Cleanup.

Borrower shall not cause or perhalt the presence, use, disposal, storage, or release of any Hazardous Substances, or the sien to release any Hazardous Substances, on or in the Property Sorrower shall not do, nor allow anyone else to do, enything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition of to which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products)

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not timited to any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property if Sorrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law Nothing herein shall create any obligation on Lander for an Environmental Cleanup.

NON-UNIFORM COVENANTS Barrower and Lander further coveriant and agree as follows.

22. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this decurity instrument (but not prior to acceleration under Section 15 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a data, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstale after acceleration and the right to bring a pourt action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured an or

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before the data specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may probe the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pureling the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the note who is entitled to receive payments under the Note.

If Lander invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the mours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more particles and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Tustee's deed conveying indefessible title to the Property with coverants or general warranty from Borrower. Borrower coverants and agrees to defend generally the surchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facia evidence of the truth of the statements made therein. Trustee shall apply the proceede of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument, and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Berrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law Borrower shall pay any recordation costs Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, and one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law

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Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

28. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or, any part of the Property have been advanced by Lender at Borrower's request and upon Borrowers representation that such amounts are due and are secured by valid liens enaited the Property Lender shall be subrogated to any and all rights, superior titles, liens and equition owners or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

26. Partial Invalidity, in the event any portion of the sums intended to be secured by this Security instrument cannot be fawfully secured hereby, payments in reduction of such sums shall be applied first to that a portions not secured hereby

27. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property.

Check box as applicable: X Purchase Money. The funds advanced to Corrower under the Note were used to pay all or part of the purchase price of the Property The blote also is primarily secured by the vendor's lien retained in the deed of even date with this Security instrument conveying the Property to Borrower, which vendor's lien but been assigned to Lender, this Security Instrument being additional security for such vendor alien Owelty of Partition. The Note represents funds advanced by Legger at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted Renewal and Extension of Liens Against Homestead Property. The Note is in renewal and extension, but not in extinguishment, of the indebtedness. described on the attached Renewal and Extension Exhibit which is incorporated by reference Lender is expressly subrogated to all rights flens and remedies securing the

original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renawed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

Acknowledgment of Cash Advanced Against Non-Homestead Property The Note represents funds advanced to Sorrower on this day at Berrower's request and Borrower acknowledges receipt of such funds Borrower states that Borrower does not now and does not intend ever to reside on, use in any manifer, of claim the Property secured by this Security instrument as a business or residential homestelled Borrower disclaims all homestead rights, interests and exemptions related to the Property

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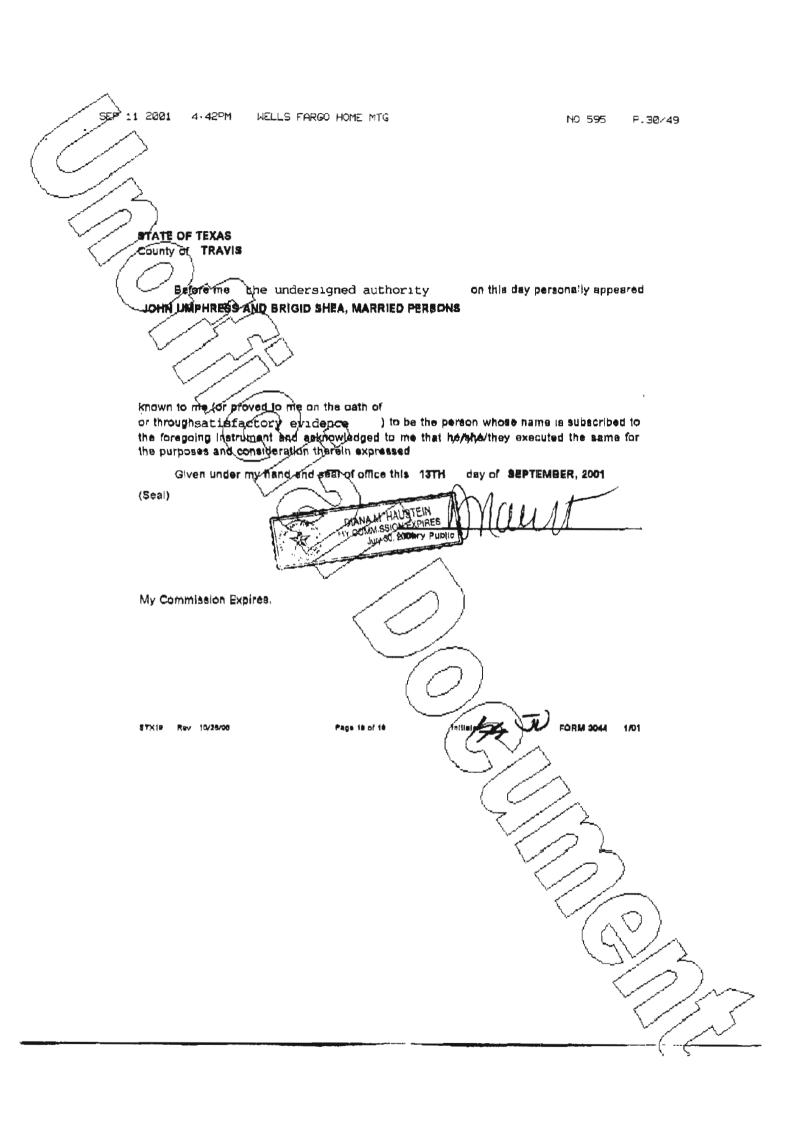
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FORM BO 1/01 28. Cosn Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(s)(8) or Section 50(s)(7), Article XVI, of the Taxas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an oweity ilen, complete construction, or conserved and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lander's option. Borrower agrees to execute any documentation necessary to comply with this Section 38.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Witnesses (Soill) (Seni)

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#### Exhibit A

Being the East 56 feet of Lot 30, and the West 25 feet of Lot 31, Block 10 of Green Acres, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 4, Page 333, Plat Records, Travis County, Texas

FILED AND RECORDED

Can Killeaurin

09-17-2001 03 14 PM 2001156540 CORTEZR \$47 00 DANA DEBEAUVOIR COUNTY CLERK TRAVIS COUNTY, TEXAS

#### DANA DEBEAUVOIR, COUNTY CLERK

#### Real Estate Index Detail

Report # 791760 Requested By REBECCA LAFLURE (WEBPUBLIC)

**Document Information** 

Instrument#: 2001156541

Document Type: DEED OF TRUST

Date: 01/31/2012 04:22 PM

Date Received: 09/17/2001 03:14:46 PM

Book Type: NONE

Index Status: Permanent Index

Book: 0

Image? 🗸

Page: 0

Comments:

**Grantors** 

UMPHRESS JOHN

2 SHEA BRIGID

<u>Grantees</u>

WELLS FARGO BANK WEST

Legal Information

E 56 FT OF LT 30 AND W 2 5 FT O FLT 31 BLK 10 GREEN ACRES

Related Documents

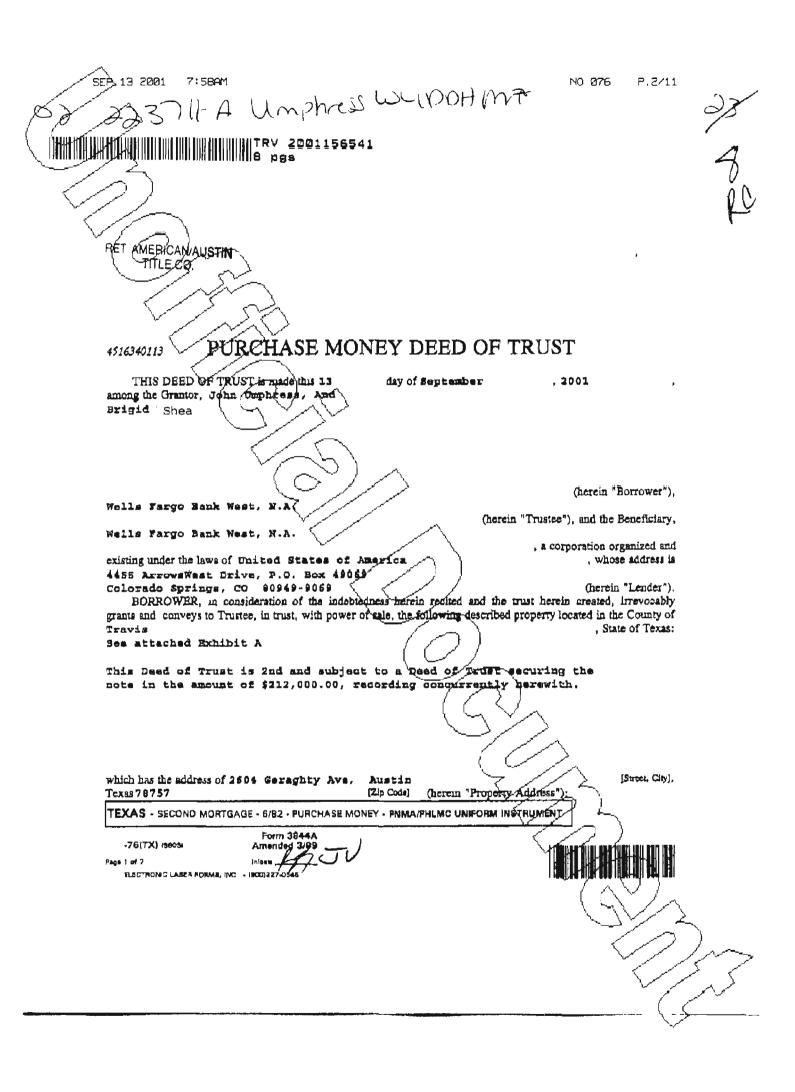
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REL

Returnee Information

AMERICAN/AUSTIN TITLE

PIČK-UP



SER. 13. 2001 7:589M NO. 076 P. 3/11

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights. appurtenances and rems (subject however to the rights and authorities given herein to Lender to collect and apply such fents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated 9/13/2001 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. S 32 758.00 , with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 9/13/2016 the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Doed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully select of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances offrecors.

UNIFORM COVENANUS: Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and like charges as provided in the Note.

2. Funds for Taxes and Insurance, Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herem "Punds") equal to one twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for morngage insurgate, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender-

If Borrower pays Punds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, incurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Punds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground repts, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Botrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency income or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Londer shall promptly refund to Borrower any Funds held by Lender. If under paragraph 16 hereof the Property is sold or this Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender. any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

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3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance, Rogrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender

may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval adult not be unreasonably widdedd. All insurance publicles and renewals thereof shall be in a form acceptable, to Legger and shall include a standard mortgage clause in favor of and in a form acceptable to Lender Lender skall have the right-to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt nonce to the insurance carrier and Lender. Lender may make

proof of loss if not made promptly by Borrower

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of

the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintananes of Property; Leaseholds; Condominiums; Flanned Unit Developments.

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease of this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium of a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or coverients presting or governing the condominium or planned unit development, the by-laws and regulations of the condomination or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable anorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan sections by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time, as the requirement for such insurance

terminates in accordance with Borrower's and Lender's written agreement of applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust-Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon horize from Lender to Horrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to inchr shy expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entitles upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or somsequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are

hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower

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Page 9 of 7

form 58444

Borsower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by mason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or proclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and horrower, applied to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Forcewer who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to great that convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Berrower dereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Dust or the Note without that Borrower's consent and without releasing that Borrower or modifying this Deed of Tuest about his Borrower's interest in the Property.

12. Notiber Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in his Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by nonce to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability: The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the went that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys" fees "include all sums to the extent not prohibited by applicable law or limited berein.

14. Borrower's Copy. Borrower shall be familished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation bereof.

15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permuted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further-covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further-covenant and agree as follows:

16. Acceleration; Remedies. Except as provided in paragraph 15 heroof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give-notice to Borrower and to any other person required by applicable law as provided in paragraph 12 heroof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date the action; mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or bufors the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lander's optical, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further depand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorneys' fees.

-76(TX) (9809)

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting written notice at least 21 days prior to the day of the sale at the courthouse door in each of the counties in which the Property is situated. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Such sale shall be made at public vendue between the hours of 10 o'clock s.m. and 4 o'clock p.m. on the first Tuesday in any mouth. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in such order as Trustee may determine. Lender or Lender's distigues may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property so sold with covenants of generally carranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all disims and demands. The recitals in the Trustee's deed shall be prime facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' face and costs of this evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

If the Property is said-pursuant to this paragraph 16, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufference and may be removed by writ of possession.

removed by writ of possession.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums—which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cuses all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower, contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 16 hereof, theluding, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the same secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had opening in full force and effect as if no acceleration had opening in the property and Borrower and opening in full force and effect as if no acceleration had opening in the property and Borrower and opening in the property and Borrower and opening in full force and effect as if no acceleration had opening in the property and Borrower and opening in the property and Borrower and opening in the property and borrower are shall be acceleration and opening in the property and borrower are shall be accelerated by the property and the property and borrower are shall be accelerated by the proper

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandenment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take postession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents accusally received.

19. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Substitute Trustee. Lender, at Lender's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

21. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all of any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid hent against the Property. Lender shall be subrogated to any and all rights, superior

-76(TX) (secs) Page 6 of 7 Ferm 3844

titles. Hens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whicher said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

22. Partial invalidity. In the event my portion of the sums intended to be secured by this Deed of Trust cannot be lawfully accured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Deed of Trust or in the Note, whether considered separately or together with other charges that are considered a part of this Deed of Trust and Note transaction, violates such law by reason of the acceleration of the indebtedness secured hereby, or for any other reason, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts of such interest or other charges previously paid to Lender in excess of the amounts permitted by applicable law shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note, or, at Lender's cotton, be refunded.

indebtedness evidenced by the Note, or, at Lender's option, be refunded.

23. Purchase Money Deed of Trust; Vendor's Lien. The funds lent to Borrower under the Note secured hereby were used to pay all or part of the purchase price of the Property. The Note secured hereby also is primarily secured by the Vendor's Lien fetalized in the deed of even date herewith conveying the Property to Borrower, which

Vendor's Lien has been assigned to Lender, this Deed of Trust being additional security therefor.

#### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR-MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust, or any default under the superior encumbrance and of any sale of their topic losure action. IN WITNESS WHEREOF, Betrower has executed this Deed of Thust. (Scal) (Seal) Unightess -Borrow -Rommer (Seal) (Scal) She -Borro -Borrover (Seal) (Seal) BOTTOWER -BoiTower (Seal) (Seal) -Barrower Borrower (Sign Original Only) -76(TX) (990%) Pega 5 of 7

# Exhibit A

Being the East 56 feet of Lot 30, and the West 25 feet of Lot 31, Block 10 of Green Acres, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 4, Page 393, Plat Records, Travis County, Texas

FILED AND RECORDED

08-17-2001 63 14 PM 2001156541 CORTEZR \$23 00 DANA DEBEAUYDIR ,COUNTY CLERK TRAVIS COUNTY, TEXAS

Line Chrawtin

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# DANA DEBEAUVOIR, COUNTY CLERK

#### Real Estate Index Detail

Report # 791764 Requested By REBECCA LAFLURE (WEBPUBLIC)

\_\_\_\_

Date: 01/31/2012 04:24 PM

#### **Document Information**

Instrument #: 2003031994 Document Type: DEED OF TRUST

Date Received:02/11/2003 03:24:17 PMBook Type:NONEIndex Status:Permanent IndexBook:0Image?✓Page:0

Comments:

<u>Grantors</u>

1 UMPHRESS JOHN

2 SHEA BRIGID

**Grantees** 

1 GN MORTGAGE LLC

2 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

Legal Information

1 LT 17 BLK 1 DRISKILL AND RAINEY SUBD

Related Documents

1 2011149507 0 NONE REL

Returnee Information

ALAMO TITLE COMPANY PICK-UP

-

Port TO Guaranty Bank, F S B C Box 245016 Mrl waukee, WI 53224-9516 Doc Control Dept Actò Prepared By Grægg & Valby, L L P 1₹09~%es£ Loop South Suite 265 Houston,

BLIURN TO: ALAMO TITLE COMPANY 3305 NÖRTHLAND DR., #100 AUSTIN, TEXAS 78731 GF# 02 - 7022329-9 02030310040000

TRV 2003031994

[Space Above This Line For Recording Data] -

# DEED OF TRUST MIN 1000263000002486985

**DEFINITIONS** 

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16

(A) "Security Instrument" means this document, which is dated January 31, 2003 together with all Riders to this document

(B) "Borrower" is John Umphress, and Brigid Shea, husband and wife

Borrower is the grantor under this Security Instrument

(C) "Lender" is GN Mortgage, LLC , a Wisconsin Limited Miability Company

Lendersa Limited Liability Company organized and existing under the laws of Wisconsin

DOC # 322471 APPL # 0009307182 LOAN # 0009307182 INV # TEXAS-Single Family Family Man/Freddle Mac UNIFORM INSTRUMENT WITH MEAS

-6A(TX) (0005)

UN50 0205 C6

YMP MORTBAGE FORMS (800)821 7291

Lender's address is 2606 Corporate Ave , Ste 215, Memphis, TN 38132 ender includes any holder of the Note who is entitled to receive payments under the Note (D) "Trustee" 19 G Tommy Bastian Trustee's address is 5350 Surveyor Blvd , Ste 100, Addison, TX 75001 "MERS" is Martgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a neminee for Lender and Lender's successors and assigns. MERS is a beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and teleprione puriber of P 2 Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS (F) "Note" means the promissory note signed by Borrower and dated January 31, 2003 The Note states that Borrower owes Lender One Hundred Forty Four Thousand and No/100 Dollars ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the deol in full not later than February 1, 2033 (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property ' (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums etce under this Security Instrument, plus interest (I) "Riders" means all kiders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower lebeck flox as applicable] Condominum Rider Second Home Rider
X 1-4 Family Rider Adjustable Rate Rider Balloon Rider Rlanned Unit Development Rider VA Rider Biweekly Payment Rider \_\_ Other(s) [specify] (J) "Applicable Law" means all controlling applicable rederal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions (K) "Community Association Dues, Fees, and Assessments" means all dues, tees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization (L) "Electronic Funds Transfer" means any transfer of funds other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and hutomated clearinghouse transfers (M) "Escrow Items" means those nems that are described in Secuon 3 (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described to Section 5) for (i) damage to, or destruction of the Property. (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations or, or onussions as to the value and/or condition of the Property (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan DOC # 322472 APPL # 0809307182 LOAN # 0009307182 INV •6A(TX) (0006) Page 2 of 16

"Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U S C Section 2601 et seq.) and its implementing regulation, Regulation X (24 C F R Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assemed Borrower's obligations under the Note and/or this Security Instrument

TRANSFER OF BIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose. Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction]

See Exhibit A according Jurisdiction]

See Exhibit A according Jurisdiction]

Parcel ID Number 02030310040000 73 Rainey St Austin ("Property Address") which currently has the address of [Street]

Yengi, Texas 78701

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property" Borrower understands and agrees that MERS holds only legal tule to the microsis granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom. MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

DOC # 322473 APPL # 0009307152 LOAN # 0009307162 INV #

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Form 3044 1/5

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of pecord Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

-THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

LINIFORM COVENANTS Borrower and Lender covenant and agree as follows

UNIFORM COVENANTS Borrower and Lender covenant and agree as tollows

1 Payment of Paincipal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note Borrower shall also pay funds for Escrow Items pursuant to Security 3 Payments due under the Note and this Security Instrument shall be made in US currency. However, if also sheet, or other instrument received by Lender as payment under the Note or this Security Instrument is reflected to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer

Payments are deeped received by Lender when received at the location designated in the Note or at such other location las have be designated by Lender in accordance with the notice provisions in Section 15 Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current, without waiver of any rights hereinder or payment if the payment in sufficient to bring the Loan current, without waiver of any rights hereinder or prepudice to its rights to refuse such payment or partial payments in the future, but Lender is for obligated to apply such payment at the time such payment are accepted If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied fundy until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable partied of time, Lender shall either apply such funds or return them to Borrower If n

2 Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following older of priority (a) interest due under the Note, (b) principal due under the Note, (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note

If Lender receives a payment from Borrower for a delinquent. Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge If more than one Periodic Payment is outstanding, Lorder may apply any payment received from Borrower to the repayment of the Periodic Payments is and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payments is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges are. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the

Any application of payments, insurance proceeds, or Miscellarieous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property of any, (c) premiums for any and all insurance required by Lender under Section 5, and (d) Moktgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow terms. At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow.

# 322474 APPL # 0009307182 LOAN # 0009307182 INV # -6A(TX) (0005)

Lem Borrower shall promptly furnish to Lender all houses of amounts to be paid under this Section Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Bunds for any or all Escrow Items Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment) of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Secrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the tiple specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expanditures of themes or otherwise in accordance with Applicable Law

The Funds shall be held up an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender et all institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender formake such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in excrow, as defined under RESPA. Lender shall account to Borrower for the excess funds in accordance with RESPA if there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 morphly payments.

Upon payment in full of all sums secured by this Security Instrument, bender shall promptly refund to Borrower any Funds held by Lender

4. Charges; Liens. Borrower shall pay all taxes, as essentents, charges, fines, and impositions attributable to the Property which can attain priority over this Section, Instrumery, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Pees, and Assessments, if any To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3

Borrower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the tien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a fien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the light. Within 10

pnority over this Security Instrument, Lender may give Borrower a notice identifying the lies. Within 10

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days, of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the security set forth above in this Section 4

Lender may require Borrower to pay a one-time charge for a real estate tax venification and/or reporting

service used by Lender in connection with this Loan

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's charge, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to mainfair any of the coverages described above. Lender may obtain insurance coverage, at Lender's expende and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower's equatry in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage to obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payed. Lender shall have the right to hold the policies and renewal ceruficates. It Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt indice to the injurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, it the restoration or repair is economically teasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in urging or appricable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically teasible or Lender's security would be lessened, the insurance proceeds shall be applied to

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sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to sporrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has differed to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will began when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the argumin unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Insurance, whether or not then due

6 Occupancy Forrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property Whether or not Borrower is residing in the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. It insurance or condemnation proceeds are paid in connection with damage to, or the taking of the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in assingle payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process. Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially talse, misleading, or maccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for contempation or torfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and security and/or repairing the Property Lender's actions can include but are not limited to (a) paying any sums secured by after which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes. eligrafinate building or other code violations or dangerous conditions, and have utilities turned on or off Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty of philipation to do so It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Second Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting

If this Security Insquired is on a leasehold, Borrower shall comply with all the provisions of the lease If Borrower acquires see tile to the Property, the leasehold and the fee title shall not merge unless Lender

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage answrance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the soparately designated payments that were due when the insurance coverage ceased to be in effect. Lender will alcept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance, such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full-and Londer shall not be required to pay Borrower any interest or earnings on such loss reserve Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender regulires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires Separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may

incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance. Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their page of reduce losses. These agreements are on terms and conditions that are sausfactory to the mortgage misurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums)

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate or any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments (for Morrgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses 16 such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a stare of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance" Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any regund

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may helude the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination

11. Assignment of Miscellaneous Proceeds, Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property of the respectation or repair is economically feasible and Lender's security is not lessened. During such repart and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's sausfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration and single disautement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically teasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if

any, paid to Borrower

In the event of a partial falance, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Leader otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction (a) the total amount of the sunis secured immediately before the partial taking, destruction, or loss in value divided by (b) the the partial taking, destruction, or loss in value. Any balance shall be paid to Borrowe's

In the event of a partial taking, destruction, of loss of value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or no the sum are then due

If the Property is abandoned by Borrower, or if, after nouge by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice of given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not their due "Opposing Party" aleans the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous

Borrower shall be in default it any action or proceeding, whether civil or commal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interes: in the Property or rights under this Security Instrument. Borrower can care such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes torfeiture or the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of arty-award or claim for damages that are attributable to the impairment of Lender's interest in the Property are helpby assigned and shall be paid to Lender

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2

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12. Borrower Not Released; Forbearance By Lender Not a Waiver Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the hability of Borrower or any Successors in Interest of Borrower Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend tune for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy

43. Joint and Several Liability, Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Boprower's obligations and liability shall be joint and several However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument. (b) of not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's

Subject to the provisions of Section 18 any Successor in Interest of Borrower who assumes Borrower's obligations under this Section Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section

20) and benefit the successors and assigns of Lender

14. Loan Charges. Lender may charge Borrower tees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee Lender may not charge fees

that are expressly prohibited by this Security Instrument or by Approable Law

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower Is a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when acqually delivered to Borrower's nouce address it sent by other means. Notice to any one Borrower shall constitute entire to all Borrowers unless. Applicable Law expressly requires otherwise. The nouce address shall be the Property Address unless. Borrower has designated a substitute notice address by notice to Lender Borrower shall promptly notify Lender of Borrower's change of address. It Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change or address through that specified proceeding. There may be only one designated notice address under this Security Instrument at any one unite. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated figrein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security-Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy

the corresponding requirement under this Security Instrument DOC # 322480 APPL # 0009307182 LOAN # 0009307182 INV #

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16. Governing Law; Severability; Rules of Construction This Security Instrument shall be governed by feeteral law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but stick silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the teminine gender, (b) words in the singular shall mean and include the plurar and vice versa, and (c) the word "may" gives sole discretion without any obligation to take

any action

17 Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument
18 Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, those beneficiar interests transferred in a bond for deed, contract for deed, installment sales contract or escrow

agreement, the anent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a benefit al interest in Borrower is sold or transferred) without Lender's prior written consent. Lender may require immediate paymen: in full of all sums secured by this Security Instrument However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law

It Lender exercises his opion, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. It Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstage After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to be properly of the Security Instrument decomposited at any time prior.

Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as App icable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment empring this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred. (b) cures any details of any other covenants or agreements, (c) pays all expenses incurred in entorcing this Security Irist union, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other tees pactified for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument. and Borrower's obligation to pay the sums secured by [this Security Instrument, shall continue unchanged Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) tertified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution, whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred However, this right to reinstate shall no apply in the case of acceleration under Section 18

20. Sale of Note, Change of Loan Servicer; Notice of Grievance. The Note of a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower A sale might result in a change in the entity (known as the "Loan Servicer") that colleges Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also imput be one or more changes of the Loan Servicer unrelated to a sale of the Note of there is a change of the Loan Servicer, Bortower will be given written notice of the change which will state the name and address of the new Loan, Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

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nance of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser and essenties provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument, or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the wrong of such notice to take corrective action. It Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 20.

21. Hazardous Substances As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic of hazardous substances, pollutants, or wastes by Environmental Law and the following substances gasoline, befosene, other flanimable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, (b) "Environmental Law" means federal law and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup

Borrower shall not cause of permy the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products)

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency (b) private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition gaused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any temoval or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law Nothing herein shall create any obligation on Lender for an Environmental Cleanup

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NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

22. Acceleration; Remedies Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default, (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that fallure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or appropriate defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other periodies permitted by Applicable Law Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable atterneys? Jess and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by nosting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m and 4 p m on the first Tuesday of the month. Borrower authorizes Trustee to sell the property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facle evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order. (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees, (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally epititled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale If possession is not surrendered. Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23 Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law

24. Substitute Trustee, Trustee Liability. All rights, remedies and addies of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting afone or together Lender, at its option and with or without cause, may from time to time, by power of atterney or otherwise, remove or substitute any trustee, add one or more trustees or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be hable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be hable for any act or omission is willful.

or onussion is willful		
DOC # 322483 APPL # 0009307182	LOAN # 0009307182	INV #
-6A(TX) (0008)	Page 13 of 16	Form 3044 1/01

25. Subrogation Any of the proceeds of the Note used to take up outstanding liens against all or any of the Property have been advanced by Lender at Borrower's request and upon Borrower's reprosentation that such amounts are due and are secured by valid liens against the Property Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding hens and debts, regardless of whether said liens or debts are acquired by Lender by assignment of are released by the holder thereof upon payment

26. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to

those portrons not secured hereby

27. Purchage Money; Owelty of Partition, Renewal and Extension of Liens Against Homestead Property: Acknowledgment of Cash Advanced Against Non-Homestead Property Check box as applicable

X Purchase Money,

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property The Note also is promarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's hen

Owelty of Partition.

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the enure fee\_simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the paration to secure the payment of the Note is expressly acknowledged, confessed and granted

Renewal and Extension of Liens Against Homestead Property.

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference Lender is expressly subrogated to all rights, hens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness

Acknowledgment of Cash Advanced Against Non-Homestead Property.

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property

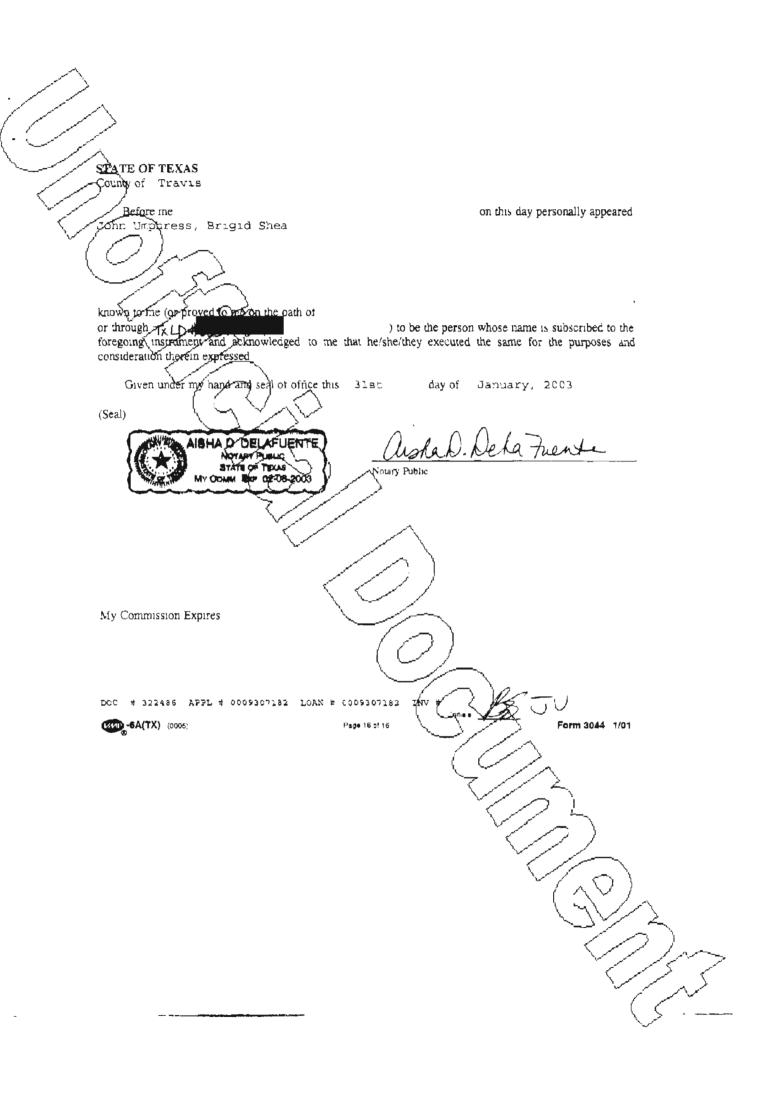
28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower's vill receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior befinggingt the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option Borrower agrees to execute any attoumentation inecessary to comply with this Section 28

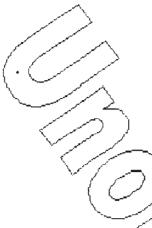
DOC # 322484 APPL # 3009307182 LOAN # 0009367182 INV

-6A(TX) (0006)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this security Instrument and in any Rider executed by Borrower and recorded with it Wirnessen (Seal) -Borrower (Seal) -Bottomet (Seal) -Borrower (Seal) (Seal) -Borrower (Seal) (Seal) -Borrower -Borrower DOC # 322485 APPL # 0009307182 LOAN # 0009307182 Page 15 of 15





## 1-4 FAMILY RIDER (Assignment of Rents)

PHIS 14 PAMILY RIDER is made this 31st day of January, 2003 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GN Mortgage, LLC

"Lender") of the same date and covering the Property described in the Security Instrument and located at

73 Rainey St, Austin, Tx 70201

[Property Address]

1-4 FAMILY COVENANTS in addition to the covenants and agreements made in the Security Instrument, Borrower and Lender turther covenant and agree as follows

A ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, of intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying of distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closes, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, seems, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a pair of the Property covered by the Security Instrument All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1.4 family Rider and the Security Instrument as the "Property"

DOC # 319831 APPL # 0009307182 LOAN # 0009307182 INV MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Page 1 of 4

VMP MORTGAGE FORMS - (800)521-7291

Form 3170 1/01

B USE OF PROPERTY; COMPLIANCE WITH LAW Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien interior to the Security Instrument to be perfected against the Property without Lender's prior written permission

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5

E "BORROWER'S RICHT TO REINSTATE" DELETED. Section 19 is deleted

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted

G. ASSIGNMENT OF LEASES Depon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposite made in connection with leases of the Property Upon the assignment, Lender shall have the right to modify, extend or tempinate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and uncondinonally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (1) Lender has given Borrower nonce of default pursuant to Section 22 of the Security Instrument, and (11) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only

It Lender gives notice of default to Borrower (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the super secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the Rents of the Property, (iii)

DOC # 319832

APPL # 0009307182

LOAN # 6000307183

57R (0008)

Page 2 of 4

Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant, (iv) unless applicable law provides otherwise, all Rents coffected by Lender of Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on reactiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument, (v) Lender, Lender's agents or any judicially appointed receiver shall be hable to account for only those Rents actually received, and (vi) Lender shall be enlittled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9

Borrower represents and warrants than Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform any act that would prevent Lender from exercising its rights under this paragraph

Lender, or Lender's agents of a pudicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower However, Lender, or Lender's agents or a judicially appointed receiver may do so at any time when a default occurs. Any application of Rents shall not cure or waive any detault or invalidate any other right or remedy of Lender This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full

I CROSS-DEFAULT PROVISION. Borrower's default of breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument

DOC # 319833

APPL # 0009307182

57R (0008)

Page 3 of 4

Family Rider	agrees to the terms and provisions contained in this 1-4	
	Maid Thea (Seal)	
John Umphress -Borrower	Brigia Shea (Seal)	
(Seal) -Borrower	(Seal)	
-Borrower	-Вопоwег	
-Borrower		
(Seal)	(Seal)	
-Borrower	-Воттоwer	
	(O)	
DOC # 319834 APPL # 00093071 -57R (0008) Page	82 # 0009307182 64 of 4 Form 3170 1/01	
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#### DANA DEBEAUVOIR, COUNTY CLERK

#### Real Estate Index Detail

Report # 791769 Requested By REBECCA LAFLURE (WEBPUBLIC)

Date: 01/31/2012 04:30 PM

### **Document Information**

Instrument #: 2004085419 Document Type: DEED OF TRUST

Date Received: 05/05/2004 03:01:19 PM Book Type: book\_type

 Index Status:
 Permanent Index

 Image?
 ✓

 Page:
 pg

Comments:

Grantors

1 SHEA BRIGID

2 UMP∺RESS JOHN

<u>Grantees</u>

1 WELLS FARGO HOME MORTGAGE INC

Legal Information

1 2604 GERAGHTY AVE AUSTIN TX 78757 E 56 FT LT 30 AND W 2.5 FT LT 31 BLK 10 GREEN ACRES

Related Documents

1 2010089348 0 REL

Returnee Information

CHICAGO TITLE PICK-UP

# Return Chicago Title Co.

RELUM TO:
WELL'S FARGO HOME MORTGAGE, INC.
FINAL DOCUMENTS X4701-022
3601 MINNESOTA DRIVE
AFT
BLOOMINGTON, MN 55435-5284

AFTER RECORDING RETURN TO.

Chicago Title Insurance Company 805 Las Cimas Parkway, Suite 240 Austin, Yoxas 78746

Prepared By:

FOR FINANCIAL ONE SERVICES, INC. 801 WALTER AVENUE PPLUGERVILLE, TX 78660

2004085419

22 PGS

H 2407369 122

Space Above This Line For Recording Data

DEED OF TRUST

0137270112

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

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3 11/13-18. 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

(A) "Security Instrument" means this occurrent, which is dated APRIL 27, 2004 together with all Riders to this procurrent.

(B) "Borrower" is

JOHN UMPHRESS AND BRIGID SHEA, HUSBAND AND WIFE

Borrower is the grantor under this Security Instrument.

(C) "Lender" is FINANCIAL ONE SERVICES, INC.

Lender is a Corporation organized and existing under the laws of THE STATE OF YEXAS.

TEXAS - Single Family - Fannis Mae/Freddle Mac UNIFORM INSTRUMENT

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vitials: 65

FORM 2044 1/01

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22

lender's address is 801,WALTER AVENUE, PFLUGERVILLE, TX 78860	
Londer is the beneficiary under this Security Instrument.	•
(D) "Trustee" is ROBERT K. FOWLER	•
/Trustee's address is	
8955 KATY FREEWAY, SUITE 305, HOUSTON, TX 77024  (S) Note / means the promissory note signed by Borrower and date	ad ADDI) 27 2004
The Note states that Borrower owes Lender TWO HUNDRED ELEVE!	
HUNDRED SEVENTY AND NO/100	Do!lars
(U.S. \$317127999 ) plus interest. Borrower has promised to Periodic Payments apetto pay the debt in full not later than JUNE 1	
(F) "Reoperty means the property that is described below under the	
Rights in the Property	•
(G) "Loin" preans the debt evidenced by the Note, plus interest	
and late charges due under the Note, and all sums due under this S interest.	Becurity Instrument, plus
(H) "Riders" means all Riders to this Security Instrument that are	e executed by Borrower.
The following Riders are to be executed by Borrower Icheck box as	
Adjustable Rate Rider 🛴 Condominium Rider	Second Home Rider
Balloon Rider Planned Unit Development Rider	1-4 Family Rider
	X Other(s) [specify]
Renewal and Exte	
(I) "Applicable Law" mains all controlling applicable federal. s regulations, ordinances and administrative rules and orders (that i	
well as all applicable final, non-appealable judicial opinions	
(J) "Community Association Dues, Fees, and Assessments"	means all dues, féés,
assessments and other charges that are imposed on Borrowe	
condominium association, homeowifers association or similar organ (K) "Electronic Funds Transler" means any transfer of funds, o	
originated by check, draft, or similar paper instrument, which	
electronic terminal, telephonic instrument, computer, or magnet	lic tape so as to order,
instruct, or authorize a financial institution to debit on credit an acco	
but is not limited to, point-of-sale transfers, automated teller machi initiated by telephone, wire transfers, and automated clearinghouse	
(L) "Escrow Items" means those items that are described in Section	
(M) "Miscellaneous Proceeds" means any compensation settlemen	
proceeds paid by any third party (other than instrance proceeds p	
described in Section 5) for: (i) damage to, or destruction of the Property (iii) conveyance in	
(iv) misrepresentations of, or omissions as to, the value and/or conti	
(N) "Mortgage Insurance" means insurance protecting Lender-again	nst the nonpayment of, or
default on the Loan.  (O) "Periodic Payment" means the regularly scheduled amount	due for til principal and
nterest under the Note, plus (ii) any amounts under S∉ction 3 of thi	
(P) "RESPA" means the Real Estate Settlement Procedures Act	12,-D,S.C Section 2601 et
seq.) and its implementing regulation. Regulation X (24°C.F.R.)Part/	4500)) as they might be
STX02 Rev: 12/18/00 Page 2 of 19 Initials #	FU/ FORM 3044 1/01
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amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requiremants and restrictions that are imposed in regard to a "federally related mortgage /loan, even\if the Loan does not qualify as a "federally related mortgage loan" under RESPA. (9) "Syccessor in Interest of Borrower" means any party that has taken title to the Property, whether or mot that party has assumed Borrower's obligations under the Note and/or this Security Instrument

TRANSFER OF PIGHTS W THE PROPERTY

This Security isstrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's convenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

(Type of Recording Junisdiction)

TRAVIS [Name of Recording Jurisdiction]

LEGAL DESCRIPTION IS ATTACHED MERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

Parcel ID Number: 2604 GERAGHTY AVE AUSTIN ("Property Address")

which currently has the address of (Street) 78757

(Cliv), Texas

[Zip Code]

TOGETHER WITH all the improvements now optiereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully spised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of necocide Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for hational use and nonuniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real properly.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Mote and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and his Security Instrument be made in one or more of the following forms, as selected by Lender; (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's Eneck, provided any such check is drawn upon an institution whose deposits are instrument by a federal agency instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against bender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Barrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more/than-one Periodic Payment is outstanding. Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full a sum (the "Funds") to provide for playment of amounts due for: (a) taxes and assessments and other Items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) this Security Instrument as a lien or encumbrance on the Property; (b) lease bold payments or ground rents on the Property, if any; (c) premiums for any and all insurance regulated by Lender under Section 5: and (d) Mortgage Insurance premiums if any or any sums payable by Borrower to Lender in Ileu of the payment of Mortgage Insurance premiums The expordance with the provisions of Section 10. These items are called "Escrow IJems." At on ination or at any time during the term of the Loan, Lender may require that componity Association Dues Fees, and Assessments, if any, be escrowed by Borrower And And pages grees and assessments shall be an Escrow Item. Borrower shall promptly furpish to Lender all notices of amounts to be paid under this Section. Borrower shall pay bender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any ex all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrew Items at any time. Any such waiver may only be in writing. In the event of such waiver Borrower shall pay directly, when and where payable, the amounts due for any Escrow tems for which payment of Funds has been waived by Lender and, if Lender receipts evidencing such payment within such time period as Lender may require Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained to this Security I strument, as the phrase "covenant and agreement" is used in Section 9. If porpover is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower falls to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a hotice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Fender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds, in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be

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required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds Held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the apriciency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions, attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement: (b) contests the lied in good faith by, or defends against enforcement of the hen in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the horder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and or the periods that Lender requires What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which (right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with his Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination

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or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zope-determination resulting from an objection by Borrower.

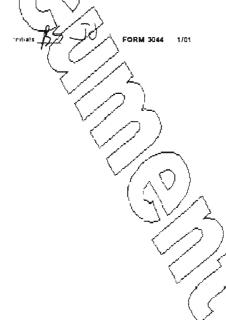
If Borrower fails to maintain any of the coverages described above. Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under his obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the coverage than was previously in effect Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance coverage so obtained might significantly exceed the cost of insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Bection's shall become additional debt of Borrower secured by this Security Instrument. These amounts shall be available to the payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies regulred by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to tender all receipts of paid premlums and renewal notices. If Borrower obtains any form of insurance capacage, not otherwise required by Lender, for damage to, or destruction of the property such policy shall include a standard mortgage clause and shall name Lender as prortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds. Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then sue; with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied for the Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In

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either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not be exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other all Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the eoverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security instrument, whether er not then due.

5. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupancy the Property as Borrower's principal residence for at least one year after the date of occupancy funless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restokation is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property. Borrower shall be responsible for repairing on restoring the Property only if Lender has released proceeds for such purposes. Tender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons of entities acting at the direction of Borrower or with Borrower's knowledge or consent dave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal registers.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument. (b) there is a legal proceeding that rought significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws of regulations), or

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(c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to. (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptey proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change tooks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have dillities turned and or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lander incurs no liability for not taking any or all actions authorized under this Section

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower Secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument Is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Cender agrees to the merger in writing.

10. Mortgage Insurance of Lander required Mortgage Insurance as a condition of making the Loan, Corrower shall hay the premiums required to maintain the Mortgage Insurance in effect. Morany reason the Mortgage Insurance coverage required by Lender ceases to be available from the mortbage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower small pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available. Sorrower shall continue to pay to Lender the amount of the separately designated payments that we've due when the insurance coverage ceased to be in effect. Lender will accept use and retain these payments as a non-refundable loss reserve in lieu of Morgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the lact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve Lender can no longer require loss reserve payments it-Mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lenger requires separately designated payments toward the premiums for Mortgage Insurance, if Kender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage insurance Sorrower shall pay the premiums required to maintain Mortgage Insurance in effect, of to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses these agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrowek's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer. The afrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage insurance under the homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncerned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds Intil Lender has had an opportunity to Inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be underlated promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Sacurity Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument wperner-or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property Immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and tender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking destruction, process in value divided by (b) the fair market value of the Property Immediately before the partial taking destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower (alls to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not then due. "Property means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds."

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment could result in forfeiture of the Property or other material impairment of Lender's interest in the Property of rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that. In Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's Interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify famortization of the sums secured by

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This Becurity Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities on Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower coverants and agraes that Borrower's obligations and liability shall be joint and several However, any Borrower who co-signs this Security Instrument but does not execute the Note (a co-signer); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to play the sums secured by this Security Instrument; and (c) agrees that Lenger and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consept.

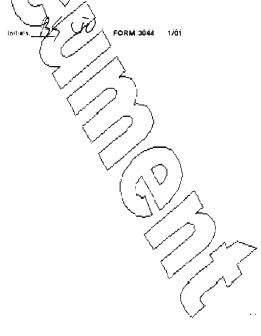
Subject to the provision of Section 18 any Successor in Interest of Borrower who assumes Borrower's abligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless tender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. L'ender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, altorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a faw which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal öwed under the Note or by making a direct payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when malled by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrower's upless Applicable Law expressly

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requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that enectifed procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing moby first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Becurity Instrument.

16. Soverning Law: Severability: Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and impirations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be sitent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law. such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

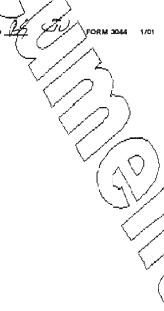
As used in this Security instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the ptural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property of a Beneficial interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment salar contract or excrew agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent. Lender may require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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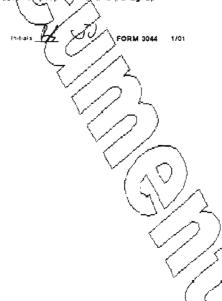
19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Application | Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment epfercing this Security Instrument. Those conditions are that Borrower: (a) payer Lenger all sums which then would be due under this Security Instrument and the Note as if no accelements of any other covenants or agreements: (c) bays all expenses incurred in enforcing this Security Instrument, including. but pol limitet to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Centur's interest in the Property and rights under this Security instrument. and Boxrower's abligation to pay the sums secured by this Security Instrument, shall continue unchanged, Lender may require that Borrower pay such reinstatement sums and expenses in one of proce of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or effitty; or (6) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had accurred. However, this right to reinstate shall not apply in the case of

20. Sale of Note; Change of Coan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A vale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer. Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer or servicing. If the Note is said and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence form on be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged beach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must glapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

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acceleration under Section 18,



The hotice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to safely the notice and opportunity to take corrective action provisions of this Section 20.

21. Nazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are Those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic perforeum products, toxic pesticides and herbicides, volatile solvents, materials containing asbeatos or formaldehyde, and radioactive materials; (b) "Environmental Law" means rederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection: (c) "Environmental Cleanup" includes any response action, remedial, action, or removal action, as defined in Environmental Law; and (d) an "Epvironmental Condition" means a condition that can cause, contribute to, or otherwise trigger ap Environment Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in vibilation of any Environmental Law. (b) which creates an Environmental Condition, for (c) which due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer praducts).

hazardous substances in consumer products).

Borrower shall promptly give bender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge (b) any Environmental Condition, including out not limited to, any spilling, leaking, discharge, release of threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender or an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give netica to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or

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FORM 3044

perote the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may proble, the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title eyidenge. For the purposes of this Section 22, the term "Lender" includes any holder of the Note.

If Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the mainer prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 s.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sail the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Tustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facile evidence of the truth of the statements made therein. Trustee's shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all surgs secured by this Security Instrument; and (c) any excess to the person or persons feeding entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufference and may be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee; Trustee Llability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or spostifute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any truther act or conveyance of the Property the substitute, additional of successor trustee shall become vested with the title, rights, remedies powers and duties conferred upon Trustee herein and by Applicable Law.

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Trustee shall not be liable if acting upon any notice, request, consent, demand. state-ment or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful 23, Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid jens agaipst the العبادية Lender shall be subrogated to any and all rights, superior titles, liens and equitles owned or claimed by any owner or holder of any outstanding liens and debte regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment. 26. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument dannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. 27. Purchase Money: Owelty of Partition; Renewal and Extension of Llans Against Homestead Property, Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable: Purchase Money. The funds advanced to Barrower under the Note were used to pay all or part of the purchase price of the property. The Note also is primarily secured by the vendor's lien retained in the deed of even data with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor spiech. Owelty of Partition. The Note represents junes advanged by Lepder at the special Instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted, X Renewal and Extension of Liens Against Hemestead Property. The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subropated to all rights/liens and remedies securing the original holder of a note evidencing Borrower's indebtegness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness. Acknowledgment of Cash Advanced Against Non-Homestead Property.

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

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28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Becrower agrees to execute any documentation necessary to comply with this Section 28. BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Witnesses: (Seal) (Seal) Paga 18 of 19 STX18 Rev 12/27/00 FORM 3044

STATE OF TEXAS County of TRAVIS Before me Michelle Williams on this day personally appeared JOHN-UMAHRESS AND BRIGID SHEA, HUSBAND AND WIFE known to me (or proved to me on the oath of or through (cerse ) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed. Given upder my hand and sear of office this 27TH day of APRIL, 2004 (Seal) Notary Public My Commission Expires: POHELO MILIAMS SE PTEMBER 17, 2005 5TX'9 Rev '0/26/00

# EXHIBIT A Being the East 56' of Lot 30 and the West 2.5' of Lot 31, Block 10, of GREEN ACRES, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 4, Page 333, Plat Records of Travis County, Texas

0137270112

To the extent that the sum advanced according to the Note secured hereby exceeds the total balance owed on the prior promissory note, or notes, such difference, if any, represent reasonable closing costs incident) to the indebtedness evidenced by the Note secured hereby, and each Grantor herein acknowledges that the advancement of such closing costs by the Lender is necessary to the preservation of and solely for the benefit of such Grantor's retention of the property hereby secured as such Grantor's homestead. In the event that any portion of the sums intended to be secured by this Deep of Trust cannot be lawfully secured hereby, payments of principal in reduction of such sums shall be applied first to those portions not secured hereby.

OHN UMPHRESS

(SEAL) -BORROWER

BRIGID SAEA

(SEAL) -BORROWER

EC096L Rev. 01/24/97



0137270112

# RENEWAL AND EXTENSION RIDER

The Note secured hereby is given in renewal and extension of amounts left owing and unpaid upon one or more certain other nates or other evidence of indebtedness referenced in, described in, and secured by one or more Deeds of Trusts, construction lien contracts, or other security instruments duly recorded in or under:, 200 11565+ Par TRAVIS COUNTY,

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of the Official Records of Real Property in the county wherein the Property lies: all of which liens, of the Official Records of Real Property in the county wherein the Property hes: all of which hens, together with any undisclosed liene that may/still be in force and effect to secure such prior promissory notes, are expressly acknowledged by each Crantor herein (whether or not such Crantor was the original payor of such prior promissory notes) as valid and subsisting liens against the property described herein (without regard to any assignment of said liens contemporaneously with or subsequent to their creation); it is expressly agreed that said liens are hereby renewed, extended, and carried forward in full force and effect to secure the payment of the Note secured hereby and that the holder hereof is subrogated to all the lights, powers, and equives of the original owners and holders of the prior promissory notes (whether such current holder shall assign and transfer its respective liens to the holder hereof or shall release its respective liens upon, satisfaction of the indebtedness owing to such holder).

EC096L Rev 02/20/23

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DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

# DANA DEBEAUVOIR, COUNTY CLERK

# Real Estate Index Detail

Report # 796694 Requested By REBECCA LAFLURE (WEBPUBLIC)

# **Document Information**

Date: 02/08/2012 03:14 PM

**Date Received:** 04/19/2006 12:15:25 PM **Book Type:** book\_type

 Index Status:
 Permanent Index
 Book:
 book

 Image?
 ✓
 Page:
 pg

Comments:

Grantors

1 UMPHRESS JOHN

2 SHEA BRIGID

Grantees

1 SUNTRUST MORTGAGE INC

2 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

# Legal Information

1 2604 GERAGHTY AVE AUSTIN TX 78757 EAST 56 FT OF LT 30 AND THE WEST 2.5 FT OF LT 31 BLK 10 GREEN ACRES

# Returnee Information

INDEPENDENCE TITLE PICK-UP

12/17/100/00/00/00/00/00

RET. INDEPENDENCE TITLE CO.

After recording please mail to:

SUNTRUST MØRTGAGE, INC., ATTN: RVW 5023

1001 SEMMES AVENUE

RICHMOND, WRGINIA 23224

HE LIEN 2006070978

15 PGS

Independence Title Company 5700 S. Mopac Expwy., D-410 Austin, IX 78749

[Space Above This Line For Recording Data]

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

Loan Number 0144783677

Loan Number 0144783677 MIN 100010401447836772 MERS Phone: 1-888-679-6377

# TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated APRIL 11-2006, together with all Riders to this document.
- (B) "Borrower" is JOHN UMPHRESS AND SPOUSE, BRIGID SHEA. Borrower is the grantor under this Security Instrument.
- (C) "Lender" is SUNTRUST MORTGAGE, INC.. Lender is a CORPORATION organized and existing under the laws of COMMONWEALTH OF VIRGINIA. Lender's address is 901 SEMMES AVENUE, RICHMOND, VIRGINIA 23224.
- (D) "Trustee" is THOMAS E. BLACK, JR. Trustee's address is 2905 CORPORATE CIRCLE, FLOWER MOUND, TEXAS 75028.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated APRIL 11, 2006. The Note vates that Borrower owes Lender TWO HUNDRED EIGHTY-FOUR THOUSAND AND 00/100ths Dollars (U.S. \$284,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full nor later than MAY 1, 2036.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6). Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

Borrower Initials 4

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(cage 1 of 15 pages)

(I) "Riders" means all riders to this Security Instrument that are executive	cuted by Borrower. The following riders are to be
executed by Borrower [check box as applicable]:	
Texas Home Equity Condominium Rider	Adjustable Rate Rider
Texas Home Equity Planned Unit Development Rider	☐ Other [Specify]
(J) "Applicable Law" means all controlling applicable federal, state	
administrative rules and orders (that have the effect of law) as well as all	
(K) "Community Association Dues, Fees, and Assessments" means	
are imposed on Borrower or the Property by a condominium association,	
(L) "Electronic Funds Transfer" means any transfer of funds, other	
similar paper instrument, which is initiated through an electronic termin tape so as to order, instruct, or authorize a financial institution to debit o	
limited to, point-of-sale transfers, automated teller machine transaction	
and automated clearinghouse transfers.	is, transfers initiated by telephone, whe transfers,
(M) "Escrow Items" means those items that are described in Section 3.	
(N) "Miscellaneous Proceeds" means any compensation, settlement,	award of damages, or proceeds paid by any third
party (other than insurance proceeds paid under the coverages described	in Section 5) for: (i) damage to, or destruction of,
the Property; (ii) condemnation or other taking of all or any part of the P	
or (iv) misrepresentations of, or omissions as to, the value and/or conditi	
(O) "Periodic Payment" means the regularly scheduled amount due for	
any amounts under Section 3 of this Security Institument,	
(P) "RESPA" means the Real Estate Settlement Procedures Act (12	
regulation, Regulation X (24 C.F.R. Part 3500), as they might be	amended from time to time, or any additional or
successor legislation or regulation that governs the same subject matt	er. As used in this Security Instrument, "RESPA"
refers to all requirements and restrictions that are imposed in regard	to a "federally related mortgage loan" even if the
Extension of Credit does not qualify as a "federally related mortgage load	
(Q) "Successor in Interest of Borrower" means any party that has assumed Borrower's obligations under the Note and/or this Security 1	
ilas assumed bottower's obligations under the Note and/or unis security i	nstunen.
TRANSFER OF RIGHTS IN THE PROPERTY	)
TRANSPER OF RIGHTS IN THE PROPERTY	/
The beneficiary of this Security Instrument is MERS (solely as nomine	e for Lender and Lender's successors and assigns)
and the successors and assigns of MERS. This Security Instrument security	ures to Lender: (i) the repayment of the Extension
of Credit, and all extensions and modifications of the Note; and	
agreements under this Security Instrument and the Note. For this purp	ose, Borrower irrevocably grants and conveys to
Trustee, in trust, with power of	
sale, the following described Property located in theCOUNTY	of TRAVIS
(Type of Recording Juri	isdiction] {   [Name of Recording Jurisdiction]
BEING THE EAST 56 FEET OF LOT 30 AND THE WEST	A S FEBT OF LOT 31 BLOCK 10 CDEEN
ACRES, ACCORDING TO THE MAP OR PLAT THEREOF,	RECORDED IN ROOK 4 PAGE 333 PLAT
RECORDS, TRAVIS COUNTY, TEXAS.	1000 100 11 100 100 100 100 100 100 100
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TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3044.1 1/94 (rev. 19/03)

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which currently has the address	s of <b>2604 GER</b>	AGHTY AVEN	UE	
			[Street]	
AUSPIN	, Texas	78757	("Property Address"):	
[City]		[Zip Code]		

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now of hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid. Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; of (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges. Second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the fepayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.

Borrower Initials

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Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section & These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Isender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrowen's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any of all Esofow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA. Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, finer and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground tents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that there items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower Initials

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Extension of Credit.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender stight to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Extension of Credit, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, bender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not tessented. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of

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progress payingents as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security/Instrument, whether or not then due.

6. Occupancy. Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property. Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or konsent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lient which may attain priority

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over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds: Rorfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in whiting or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair) market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Security Instrument or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 11. Borrower Not Released, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation. Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument but does not execute the Noter (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes the written agreement evidencing the consent of each owner and each owner's spouse; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Extension of Credit Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In)regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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If the Extension of Credit is subject to a law which sets maximum Extension of Credit charges, and that law is finally interpreted so that the interest or other Extension of Credit charges collected or to be collected in connection with the Extension of Credit exceed the permitted limits, then: (a) any such Extension of Credit charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender will make this refund by making a payment to Borrower. The Dender's payment of any such refund will extinguish any right of action Borrower might have arising out of such overcharge.

- 14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 16. Borrower's Copies. Borrower shall be given at the time—this Extension of Credit is made, a copy of all documents signed by Borrower related to the Extension of Credit.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17. "Interest in the Property" means any legal or beneficial interest in the Property, including but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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16. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before safe of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (of pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue inchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby, shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note: Change of Loan Servicer, Notice of Grievance; Lender's Right-to-Comply. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party, actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any dufy owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6). Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender 60 days after receipt of notice to comply, as provided in this Section 19, with Lender's obligations under the Extension of Credit to the full extent permitted by Section 50(a)(6). Article XVI of the Texas Constitution. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have 60 days after receipt of notice to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, only after Lender has received said notice, has had 60 days to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by Lender to comply with its obligations under this Extension of Credit. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution.

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Form 3044.1 1/01.(Fev. 10/93) (page 10 of 15 pages) In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, Extension of Credit charge or fee collected or to be collected other than by payment of interest) from Borrower, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed in the aggregate, the highest amount allowed by Applicable Law.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any efficient whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other toan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document may be reformed, by written notice from Lender, without the necessity of the execution of any new amendment or new document by Borrower.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this section 20 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall propagily take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Londer for an Environmental Cleanup.

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21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 miless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

Borrower Initials

Form 3044-1 1/03- (rev. 10)63

(page 12 of 15 page)

- 23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.
- 24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liess or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

- 25. Proceeds. Borrower has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or debt to another leader.
  - 26. No Assignment of Wages. Borrower has not assigned wages as security for the Extension of Credit.
- 27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.
- 28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which: (a) create cross default; (b) provide for additional collateral; and/or (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit. This waiver includes, but is not limited to, any. (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

Borrower Initials

Form 3044-1 1/01-(fev. 10/93

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

page 13 of he pages

BY SIGNING BELOW, Borrower accepts and agrees to the terms and co- and in any Rider executed by Borrower and recorded with it.	venants contained in this Security Instrument
DOCEMENT MUST BE EXECUTED AT THE OFFICE OF LENDI	
TYPLE COMPANY. YOU MUST RECEIVE A COPY OF THIS	
SIGNEDIT.1	
YOU MAY, WITHIN TOAYS AFTER CLOSING, RESCIND THIS I	EXTENSION OF CREDIT WITHOUT
	M.
Printed Name:	PHIESS (Borrower)
	Linial Thea
Printed Name: BRIGID S	HEA (Borrower)
	•
(Borrower)	(Borrower)
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(Borrower)	(Borrower)
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	( <u>6</u>
TEVAS HOME FOLITY SECURITY INSTRUMENT (First Lient-Fannie Mag/Freddie Mag (INTFORM INSTR	RUMENT Form 3044 J 191 Fey 19/01)

V///_
This instrument was acknowledged before me on
JOHN UMPHRESS AND SPOUSE, BRIGID SHEA
(name or names of person or persons acknowledging).
Signature of Officer
(Personalized Seal) Title of Officer
My Commission Expires
MICHELLE WILLIAMS  MY COMMISSION EXPIRES  SEPTEMBER 17, 2006
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
2006 AAR 19 12:15 PM 2006070978 ESPINOZAC \$72.00
DANA DEBEAUVOIR COUNTY CERK TRAVIS COUNTY TEXAS
Borrower Initials
TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT  (pege 15 of 15 page)

# DANA DEBEAUVOIR, COUNTY GLERK

#### Real Estate Index Detail

Report # 796698 Requested By REBECCA LAFLURE (WEBS JOURS)

# **Document Information**

Instrument#: 2003070979

Date Received: 04/19/2006 12:15:25 PM

Index Status: Epimanent Index

Image? 🗸

Comments:

Document Type: AFF DAVIT

Book Type: beet\_type

Date: 02/08/2012 03:16 PM

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Page: pg

**Grantors** 

1 UMP≒RESS JOHN

2 SHEA BRIGID

<u>Grantees</u>

1 PUBLIC THE

# Legal Information

2604 GERAGHTY AVE AUSTIN TX 78757 E 56FT LT 30 AND W 2.5FT LT 31 BLK 10 GREEN ACRES

# Returnee Information

INDEPENDENCE TITLE PICK-UP

SISTICIONE OUSSE PER

# RET. INDEPENDENCE TITLE CO.

After Recording Please Return To:

SUNTRUST MORTGAGE, INC., ATTN: RVW 5023 1001 SEMMES AVENUE

RICHMOND, VIRGINIA 23224

5

Independence Fitle Company 5700 S. Mopac Expery. D-410 Austin TX 78749



AFFDVT

2006070979

5 PGS

[To Be Recorded-With Security Instrument. Space Above This Line for Recording Data] -

Loan Number 0144783677

# TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT

(First Lien)

(Do not sign this Texas Home Equity Affidavit and Agreement until you have executed an Acknowledgment Regarding Fair Market Value, and received and reviewed the Texas Home Equity Note and the Texas Home Equity Security Instrument.)

State of TEXAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JOHN UMPHRESS AND SPOUSE, BRIGID SHEA and on oath such individual, or each of them, swears that the following statements are true:

#### I. REPRESENTATIONS AND WARRANTIES:

A. I am a borrower named in the Texas Home Equity Note (the "Note") or the owner or spouse of an owner of the property described in the Texas Home Equity Security Instrument (the "Security Instrument" which term includes any riders to the Texas Home Equity Security Instrument), both bearing date of APRIL 11, 2006, evidencing and securing an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Extension of Credit") and providing for a lien on the following described property (the "Property") located in TRAVIS County, Texas:

BEING THE EAST 56 FEET OF LOT 30 AND THE WEST 2.5 FEED OF LOT 31, BLOCK 10, GREEN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, THE CORDS, TRAVIS COUNTY, TEXAS.

[Legal Description]

Borrower initials

Form \$185 1/01 (rev. 10/83)

Wage I of & pages

which has the address of	2604 GERAGHTY AVENUE	
	[Street]	
AUSTIN	, Texas ("Property Address").	
[City]	[Zip Code]	

The Property includes all incidental rights in and to the Property including all improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions are included as well as any interest in a planned unit development, condominium project, homeowners' association or equivalent entry, owning or managing common areas or facilities associated with the Property. All of the foregoing is referred to herein as the Property, provided however that the Property is limited to homestead property in accordance with Section 50(a)(b)(H). Article XVI of the Texas Constitution.

The Property does not include any additional real or personal property not included within the definition of homestead in accordance with applicable law including but not limited to Sections 41.002(a), (b), and (c) of the Texas Property Code which provide:

#### § 41.002 Definition of Homestead,

- (a) If used for the purposes of an urban home or as both an urban home and a place to exercise a calling or business, the homestead of a family or a single, adult person, not otherwise entitled to a homestead, shall consist of not more than 10 acres of land which may be in one or more contiguous lots, together with any improvements thereon.
  - (b) If used for the purposes of a rural home, the homestead shall consist of:
  - (1) for a family, not more than 200 acres, which may be in one or more parcels, with the improvements thereon; or
  - (2) for a single, adult person, not otherwise entitled to a homestead, not more than 100 acres, which may be in one or more parcels, with the improvements thereon.
    - (c) A homestead is considered to be urban if, at the time the designation is made, the property is:
      - (1) located within the limits of a municipality or its extraterritorial jurisdiction or a platted subdivision; and
  - (2) served by police protection, paid or volunteer fire protection, and at least three of the following services provided by a municipality or under contract to a municipality: (A) electric; (B) natural gas; (C) sewer; (D) storm sewer; and (E) water.
- B. I understand that the lender making the Extension of Credit is SUNTRUST MORTGAGE, INC. (the "Lender").
- C. The undersigned includes all owners and spouses of owners of the Property and all borrowers named in the Note.
- D. The Extension of Credit is secured by a voluntary lien on the Property-created under a written agreement with the consent of all owners and all spouses of owners, and execution of this Texas Home Equity Affidavit and Agreement is deemed evidence of such consent.
- E. The Extension of Credit is of a principal amount that, when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances of record against the Property, does not exceed eighty percent (80%) of the fair market value of the Property on the date the Extension of Credit is paade.
- F. I have not paid any fee or charge that is not disclosed in the HUD-1 or HUD-1A Septement Statement.
- G. Neither the Lender nor any other party has required any additional collateral (real or personal property), other than the Property described in the Security Instrument, to secure the Extension of Credit.
- H. The Property is not designated for agricultural use as provided by statutes governing property tax, unless such Property is used primarily for the production of milk.
- I. The Extension of Credit is the only loan made pursuant to Section 50(a)(6), Article XVI of the Texas Constitution that will be secured by the Property at the time the Extension of Credit is funded.
- J. The Note and Security Instrument have not been signed before the twelfth (12th) day after the later of the date the owner of the Property submitted an application to the Lender, or the Lender's representative for the Extension of Credit, or the date that the Lender, or the Lender's representative provided the owner with a copy of the Notice Concerning Extensions of Credit defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Notice").

Borrower Initials

Form 9,185 1/92 (rev. 19/63) (page 2 of 5 pages) The Property is not being purchased with any part of the proceeds of the Extension of Credit.

W. Unless Lender otherwise agrees in writing, all borrowers named in the Note shall occupy the Property as their homestead pursuant to the terms of the Security Instrument.

X. I understand that the Extension of Credit is not a form of open-end account that may be debited from time to time or under which credit may be extended from time to time. Lender, at its option, may make monetary advances to protect the Property (i.e. pay real estate taxes, hazard insurance payments, etc.) in accordance with the Security Instrument.

Y. I understand that the Note, Security Instrument, and this Texas Home Equity Affidavit and Agreement define the terms of the Extension of Credit and are to be construed as an entirety.

### II. AGREEMENT PROVISIONS:

A. No Personal Liability in the Absence of Actual Fraud. I understand that pursuant to Section 50(a)(6)(C), Article XVI of the Texas Constitution the Extension of Credit is without recourse for personal hability against each owner of the Property and the spouse of each owner and that Lender and its successors and assigns carried enforce the promises and obligations in the Note and the Security Instrument solely against the Property, unless an owner or spouse of an owner obtains the Extension of Credit by actual fraud.

B. Inducement and Reliance. I understand that my execution of this Texas Home Equity Affidavit and Agreement is made to induce Lender and its successors and assigns to make or purchase the Extension of Credit, and that Lender and its assigns will rely on it as additional consideration for making or purchasing the Extension of Credit, also understand that each of the statements made in the Representations and Warranties Section is material and will be acted upon by the Lender and its assigns, and that if such statement is false or made without knowledge of the truth, the Lender and its assigns will suffer injury.

Borrower Initials

TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT (First Lieu)-Fannie Mae/Freddte Mac UNIFORM INSTRUMENT

Form 91,95 1/01-(rev. 10/93)

1500 3 Of 8 0000

# DANA DEBEAUVOIR, COUNTY CLERK

# Real Estate Index Detail

Report # 796706 Requested By REBECCA LAFLURE (WEBPUBLIC)

Date: 02/08/2012 03:18 PM

# **Document Information**

Instrument #: 2009107094 Document Type: HOME EQUITY LOAN

 Date Received:
 06/26/2009 03:29:23 PM
 Book Type:
 book\_type

Index Status:Permanent IndexBook:bookImage?✓Page:pg

Comments:

Grantors

1 UMPHRESS JOHN

2 SHEA BRIGID

Grantees

1 ACOPIA LLC

#### Legal Information

1 2604 GERAGHTY AVE AUSTIN TX 78757 E 56' LT 30 & W 2.5' LT 31 BLK 10 GREEN ACRES

# Returnee Information

INDEPENDENCE TITLE PICK-UP



Austin, TX 78746

HE LIEN 2009107094 16 PGS

V

After recording please mail to:

apan - Name

8121 Bee Cave Road # 100B

[Name of Matural Person]

SUITE 100 306 NORTHCE

[Street Address].

GOODLETTS. ENNÈSSEE 37072

(City, State, Zip Code)

(Space Above This Line for Recording Data) -

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OP THE TEXAS CONSTITUTION.

# TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

Loan Number: 3202759

This Security Instrument is not intended to finance Borrover's acquisition of the Property.

MIN: 1006646-0003202759-3

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 FUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this doctment are also provided in Section 15

(A) "Security Instrument" means this document, which is dated with all Riders to this document.

JUNE 2869

, together

(B) "Borrower" is JOHN UMPHRESS AND BRIGID SHEA,

HUSBAND

Borrower is the grantor under this Security Instrument.

(C) "Lender" is ACOPIA, LLC

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)
Fennie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
Form 3044.1 1/01 (rev. 10/03) Page 1 of 15

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<i>*</i>	
Lenderise A CORPORATION	organized
and existing under the laws of TENNESSEE	
Lender's address is 306 NORTHCREEK BLVD, SUITE 100, GOODL TENNESSEE-37072	ETTSVILLE,
Lender includes any holder of the Note who is entitled to receive payments under the N  (D) "Trustee" is TWOMAS E. BLACK, JR.	iote.
Truste's address is 2905 CORPORATE CIRCLE, FLOWER MOUND,	TEXAS 75028
(E) "MERS" is Morgage Electronic Registration Systems, Inc. MERS is a separate solely as a nomineer for Lender and Lender's successors and assigns. MERS is the benefinstrument. MERS is organized and existing under the laws of Delaware, and has an adof P.O. Box 2026; Fliat, MI 48501-2026, tel. (888) 679-MERS.  (F) "Note" means the promissory note signed by Borrower and dated JUNE 22, The Note states that Borrower owes Lender. THREE HUNDRED THOUSAND	eficiary under this Security lidress and telephone number 2009
Dollars (U.S. \$ 300,000.  Borrower has promised to pay this debt in regular Periodic Payments and to pay the	CO ) plus interest.
JULY 1, 2039	
<ul> <li>(G) "Property" means the property that is described below under the heading "Transfe</li> <li>(H) "Extension of Credit" thears the debt evidenced by the Note, as defined by Sect the Texas Constitution and all the documents executed in connection with the debt.</li> <li>(I) "Riders" means all riders to this Security Instrument that are executed by Borrow</li> </ul>	ion 50(a)(6), Article XVI of
to be executed by Borrower [check box as applicable]:	
Adjustable Rate Rider Bailoon Rider Biweekly Payment Rider Second Home Rider Condominium Rider Other(s) [specify]	
(J) "Applicable Law" means all controlling applicable federal, state and local statutes administrative rules and orders (that have the effect of law) as well as all applicable fopinions.	
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, a that are imposed on Borrower or the Property by a condominium association, home	
organization.  (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction or similar paper instrument, which is initiated through an electronic terminal, telepholomagnetic tape so as to order, instruct, or authorize a financial institution to debit or includes, but is not limited to, point-of-sale transfers, automated teller machine transfers, or includes, wire transfers, and automated clearinghouse transfers.  (M) "Escrow Items" means those items that are described in Section 3.  (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damagnetic forms are the settlement.	onic thistrument, computer, or tredit an account. Such term factions transfers initiated by
third party (other than insurance proceeds paid under the coverages described in Sédestruction of, the Property; (ii) condemnation or other taking of all or any part of the lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and	rtion 5) for (i) damage to, or Property; (iii) conveyance in
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TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien) Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS Form 3044.1 1/01 (rev. 10/03) Page 2 of 15	DocMagic Commission 382 www.docmagiocom

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(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to alkrequirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

# TRANSPER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Extension of Credit, and all extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the

COUNTY Of TRAVIS

[Type of Recording Junsaiction]

SEE LECAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

A.P.N.: 2-3403-0110

which currently has the address of 2604 GERAGRTY AVE

[Street]

Texas

AUSTIN

78757 [**7**]p Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that the Property is limited to homestead property in acdordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any of all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate pereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)
Fannie Mae/Freddle Mac UNIFORM INSTRUMENT - MERS
Form 3044.1 1/01 (rev. 10/03)
Page 3 of 15

DocMagic Engrand 490-149-1362 www.docmagic.com Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments the under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender; (a) casis, (b) thentey order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are designated by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment or partial payment are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or chain which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Pees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Ender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement has used in Section 9. If

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lian)
Famile Mae/Freddle Mac UNIFORM INSTRUMENT - MERS
Form 3044.1 1/01 (rev. 10/03)
Page 4 of 15

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Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at anytine, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified inder RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Eurids shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower and interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes; assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fets, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's ornion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 hays of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Extension of Credit.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Extension of Credit, either: (a) a one-time charge for flood zone determination, certification and tracking services;

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DocMagic @ 1362 www.docmagic.com deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property. Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may finite reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may hispect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or etalements to Lender (or failed to provide Lender with material information) in connection with the Loan or application or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property. and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property Includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not indepently duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are rereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single dispursement

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or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Ladder's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of stolat taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrowef and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the period is given. Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a polor valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Cender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without tamitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts tess than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Security Instrument Execution; Successors and Assign's Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument but does not execute the Note: (a) is signing this Security Instrument only to prortgage,

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grent and convey the person's interest in the Property under the terms of this Security Instrument or to comply with the requirements of Section 50(a)(6)(A). Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes the written agreement evidencing the consent of each owner and each owner's spouse; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Subject to the frontisons of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Extension of Credit Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Extension of Credit is subject to a law which sets maximum Extension of Credit charges, and that law is finally interpreted so that the interest or other Extension of Credit charges collected or to be collected in connection with the Extension of Credit exceed the permitted limits, then: (a) any such Extension of Credit charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender will make this refund by making a payment to Borrower. Lender's payment of any such refund will extinguish any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrower's unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly fortify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly of implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plycal and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copies. Borrower shall be given at the time this Extension of Credit is made a copy of all documents signed by Borrower related to the Extension of Credit.

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17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property," means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

——If all of any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option

shall flot be exercised by Lenden if such exercise is prohibited by Applicable Law.

If Lender exercises this perion, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 36 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Jastrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one of more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17
- 19. Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by leasen of this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the lequirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elepse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section

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DocMagic Elformis 200 649-1361 www.bachtegic.com 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take conserve action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable

to Extensions of Creat as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender 60 days after receipt of notice to comply, as provided in this Section 19, with Lender's obligations under the Extension of Credit to the full extent permitted by Section 50(a)(6), Article XVI of the Texas Constitution. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have 60 days after receipt of notice to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, only after Lender has received said notice, has had 60 days to comply, and hender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by Lender to comply with its obligations under this Extension of Credit. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6) Article XVI of the Texas Constitution.

In the event that, for any reason whatsever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other to the focument shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document shall may be automatically reformed, by written notice from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any

requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, Extension of Credit charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by Applicable

It is the express intention of Lender and Borrower to sancture this Extension of Credit to conform to the provisions of the Texas Constitution applicable to Extension of Credit as defined by Section 50(a)(6). Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document shall may be automatically reformed, by written notice from Lender without the necessary of the execution of any new amendment or new document by Borrower.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides. Voltaile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in

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Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances the opening products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental of regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence) use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is posified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; add (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the uon-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to sollect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supremi Contr. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filling the notice at least 21 days prior to sale as provided by Applicable Law. Lender, shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and detween the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property

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to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may pushase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered. Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession

or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit of a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION (50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or hadder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual frame, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower falls to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all supis due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. Borrower has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or debt to another lender.

26. No Assignment of Wages. Borrower has not assigned wages as security for the Extension of Credit.
27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment.

as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee,

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)
Fannie Mas/Freddie Mac UNIFORM INSTRUMENT - MERS
Form 3044.1 1/01 (rav. 10/03) Page 13 of 15

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add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee bytein and by Applicable Law.

Trustee shall not be hable if acting upon any notice, request, consent, demand, statement or other document believed by Thistee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

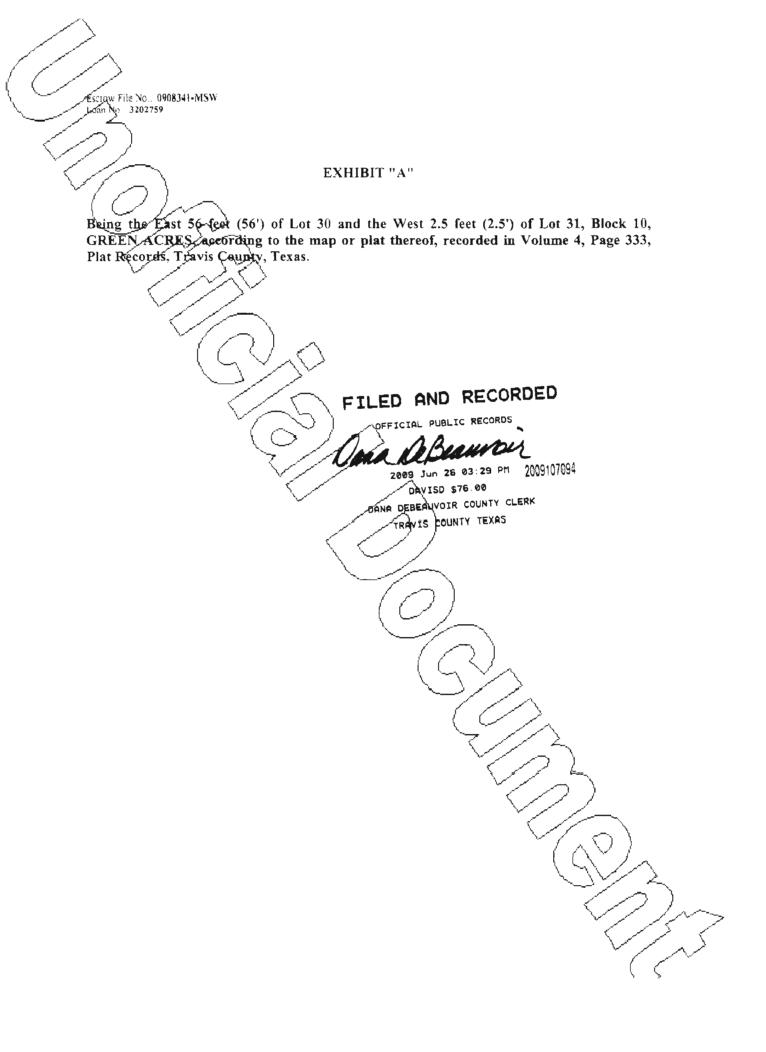
29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's ioan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; and/or (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IDO NOT SIGN IN THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.

	$\langle A \rangle$
rinted Name:	Printed Name:
[Please Complete]	[Please Complete]
Brisiel Shea	
SRIGID SHEA -Borrower	JOHN UMPHISESS -Berrow
-Borrower	-Borrow
-Borrower	-Borrow
	Y//_

<u> </u>	
[Space Below This Line For Acknowledgment]  The State of Texas	
( C J ) . ~	
Before me, the Hotory Public, ERIN DAVIDSON,	
on this day personally appeared BRIGID SHEA AND JOHN UMPHRESS	
on und way personally appeared States States Fixed Gotter Green Gr	
——————————————————————————————————————	
,	
known to me (or proved to me on the oath of	
or through DRIVES WEEKISES) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed	
the same for the purposes and consideration therein expressed.	
Given under my hand and seal of offsce this 22 day of JUNE, 2009	
ERIN DAVIDSON	
AUGUST 18, 2010  Notary Public Signature	
(Seal) My commission expires:	
(O)	
TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien) Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS  DocMegic @Forms 800-645-1362 www.docmagic.com	
Form 3044.1 1/01 (rev. 10/03) Page 15 of 15	
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## DANA DEBEAUVOIR, COUNTY CLERK

#### Real Estate Index Detail

Report # 797269 Requested By REBECCA LAFLURE (WEBPUBLIC)

Date: 02/09/2012 11:46 AM

Page: pg

## **Document Information**

Instrument#:2009107095Document Type:AFFIDAVITDate Received:06/26/2009 03:29:23 PMBook Type:book\_typeIndex Status:Permanent IndexBook:book

Comments:

Image? 🗸

**Grantors** 

SHEA BRIGID

2 UMPHRESS JOHN

<u>Grantees</u>

1 PUBLIC THE

## Legal Information

1 2604 GERAGHTY AVE AUST/N TEXAS 78757 E 56' LT 30 & W 2.5' LT 31 BLK 10 GREEN ACRES

## Returnee Information

INDEPENDENCE TITLE PICK-UP



2009107095

6 PGS

Mer Recording Please Return To:	/			
	Her Rermding	Plages	Return	To

SUITE 100

ENNESSEE 37072 [City, State Zip 26de]



8121 Bee Cave Road # 100B Austin, TX 78746

[To Be Recorded With Security Instrument. Space Above This Line for Recording Data]

# TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT

MIN: 1006646-0003202

(First Lien)

Loan Number: 3202759

(Do not sign this Texas Home Equity Affidavit and Agreement until you have executed an Acknowledgment Regarding Fair Market Value and received and reviewed the Texas Home Equity Note and the Texas Home Equity Security Instrument.)

State of TEXAS

Before me, the undersigned authority, a Notary Public is and for the State of Texas, on this day personally appeared BRIGID SHEA AND JOHN UMPHRESS.

and on oath such individual, or each of them, sweaks that the following statements are true.

## REPRESENTATIONS AND WARRANTIES

I am a borrower named in the Texas Home Equity Note (the "Note") for the owner or spouse of an owner of the property described in the Texas Home Equity Security Instrument (the "Security Instrument" which term includes any riders to the Texas Home Equity Security Instrument). both bearing date of JUNE 22, 2009 evidencing and securing an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Extension of Credit") and providing for a lien on the following described property (the "Property") located in TRAVIS County, Texas: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART AS EXHIBIT

A.P.N.: 2-3403-0110

[Legal Description]

which has the address of: 2604 GERAGHTY AVE

(City)

AUSTIN

, Texas

78757

[Street]

[Zip Code]

roperty Audres

TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT (First Lien)
Fannie Mac/Freddie Mac UNIFORM INSTRUMENT
Form 3185 1/01 (rev. 12/07)
Page 1 of

Page 1 of 5

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The Property includes all incidental rights in and to the Property including all improvements now or hereafter created on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions are included as well as any interest in a planned unit development, condominium project, hotheowners' association or equivalent entity owning or managing common areas or facilities associated with the Alkof the foregoing is referred to herein as the Property, provided however that the Property is limited Property. to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution.

The Property toes not include any additional real or personal property not included within the definition of homestead in accordance with analicable law including but not limited to Sections 41.002(a), (b), and (c) of the Texas Property-Code which provide:

§ 41,002 Definition of Homestead

(a) If used for the purposes of an urban home or as both an urban home and a place to exercise a calling or business, the homestead of a family or a single, adult person, not otherwise entitled to a homestead, shall consist of not more than To acres of land which may be in one or more contiguous lots, together with any mprovements thereon.

(b) If used for the purposes of a cural home, the homestead shall consist of:

- (1) for a family, nonmore than 200 acres, which may be in one or more parcels, with the improvements thereon; or
- (2) for a single adult person, not otherwise entitled to a homestead, not more than 100 acres, which may be in one or more parcels, with the improvements thereon.
  - (c) A homestedd is considered to be urban if, at the time the designation is made, the property is:
- (!) located within the limits of amunicipality or its extraterritorial jurisdiction or a planted subdivision; and
- (2) served by police protection, paid or volunteer fire protection, and at least three of the following services provided by a municipality or ander contract to a municipality: (A) electric; (B) natural gas: (C) sewer; (D) storm sewer; and (E) water,
- B. I understand that the lender making the Extension of Credit is ACOPIA, LLC, A CORPORATION

(the "Lender").

- C., The undersigned includes all owners and spouses of owners of the Property and all borrowers named in the Note.
- D. The Extension of Credit is secured by a voluntary tien on the Property created under a written agreement with the consent of all owners and all spouses of owners, and execution of this Texas Home Equity Affidavit and Agreement is deemed evidence of such consent.
- The Extension of Credit is of a principal amount that: when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances of record against the Property, does not exceed eighty percent (80%) of the fair market value of the Property on the date the Extension of Credit is made.

  F. I have not paid any fee or charge that is not disclosed in the HCD-1 or HUD-1A Settlement Statement.
- Neither the Lender nor any other party has required any additional confateral (real or personal property), other G than the Property described in the Security Instrument, to secure the Extension of Credit.
- The Property is not designated for agricultural use as of the date of closing as provided by statutes governing property tax, unless such Property is used primarily for the production of milk.
- The Extension of Credit is the only loan made pursuant to Section 50(a)(6). Acticle XVI of the Texas Constitution that will be secured by the Property at the time the Extension of Predit is funded.
- The Note and Security Instrument have not been signed before the twelfth (12th) day after the later of the date the owner of the Property submitted a loan application to the Lender, or the Lender's representative for the Extension of Credit, or the date that the Lender, or the Lender's representative provided the owner with a capy of the Notice Concerning Extensions of Credit defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Notice").
- The Note and Security Instrument have not been signed before one business day after the date that the owner of the Property received a copy of the loan application if not previously provided and a final ftendized disclosure of the actual fees, points, interest, costs, and charges that would be charged at closing or a bona side emergency or other good cause exists and the owner of the Property hereby consents to the Lender providing or medifying such final itemized disclosure on the date of the signing of the Note and Security Instrument and execution of this Texas Home Equity Affidavit and Agreement is deemed evidence of such consent.
- If I am an owner of the Property, I received the Notice in English. If the discussions with the coprowers named in the Note were conducted primarily in a language other than English, the borrowers named in the Note (Febrick)

TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT (First Lien) Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3185 1/01 (rev. 12/07) Page 2 of 5

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frem Lender, or Lender's representative, before closing, an additional copy of the Notice translated into the written language in which the discussions were conducted. The Extension of Credit is being closed, that is I am signing the loan documents, at the office of the Lender,

an attorney at have one a title company.

- N. It has been at least one year since the closing date of any other extension of credit made pursuant to Section 50(a)(6). Article XVKorthe Texas Constitution secured by the Property, unless (i) this Extension of Credit is a refinance of a prior extension of credit pursuant to Section 50(a)(6). Article XVI of the Texas Constitution, and is being made to cure the failure of any lender or holder of the prior extension of credit to comply with its obligations under the prior extension of credit was a cure refinance); (ii) the prior extension of credit was a cure refinance, in which cased has been at least one year since the closing date of the most recent extension of credit prior to a cure refinance, or (iii) I, on my oath, requested an earlier closing due to a declared state of emergency.
- No owner of the Property has been required to apply the proceeds of this Extension of Credit to repay another debt, unless such other debt. If any is a debt secured by the Property or is a debt to another lender.

No owner of the Property has been required to assign wages as security for the Extension of Credit.

- No owner of the Property has signed an instrument in which applicable blanks relating to substantive terms of agreement were left to be tilled in There are no blanks relating to substantive terms of agreement in this Texas Home Equity Affidavit and Agreement, the Note, on the Security Instrument.
- No owner of the Property has signed a confession of judgment or given a power of attorney to the Lender or to a third person to confess judgment or to appear for any owner of the Property in a judicial proceeding.
- To the best of my knowledge and belief, all owners of the Property, after receiving a copy of the final loan application and all documents signed by the translations, will sign a receipt acknowledging the delivery of such copies.

  T. I have been notified in the Security Instrument of the Tight of the owner and the spouse of any owner to rescind
- the Extension of Credit without penalty or charge within three (3) days after the closing.
- The Lender and each owner of the Property have signed a written acknowledgment as to the fair market value of the Property on the date the Extension of Credit is made.

- The Property is not being purchased with any part of the proceeds of the Extension of Credit.
  Unless Lender otherwise agrees in writing, all borrowers named in the Note shall occupy the Property as their W homestead pursuant to the terms of the Security Instrument.
- I understand that the Extension of Credit is not a form of open-end account that may be debited from time to time or under which credit may be extended from time to time. Lender, at its option, may make monetary advances to protect the Property (i.e. pay real estate taxes, bazard insurance payments, etc.) in accordance with the Security Instrument.
- I understand that the Note, Security Instrument, and this Texas Home Equity Affidavit and Agreement define the terms of the Extension of Credit and are to be construed as an entirety.

#### AGREEMENT PROVISIONS:

- No Personal Liability in the Absence of Actual Fraud. I understand that pursuant to Section 50(a)(6)(C). Article XVI of the Texas Constitution the Extension of Creativis without recourse for personal liability against each owner of the Property and the spouse of each owner and that Lender and its successors and assigns can enforce the promises and obligations in the Note and the Security Instrument solely against the Property, unless an owner or spouse of an owner obtains the Extension of Credit by actual fraud,
- Inducement and Reliance. I understand that my execution of this Texas Home Equity Affidavit and Agreement is made to induce Lender and its successors and assigns to make or durchase the Extension of Credit, and that Lender and its assigns will rely on it as additional consideration for making of purchasing the Extension of Credit. I also understand that each of the statements made in the Representations and Warranties Section is material and will be acted upon by the Lender and its assigns, and that if such statement is false or made without knowledge of the truth, the Lender and its assigns will suffer injury.
- Remedies in the Event of Actual Fraud. If any owner of the Property, of the spouse of an owner. obtains the Extension of Credit by actual fraud, then each owner, spouse of each owner and all borrowers named in the Note agree to indemnify and save Lender and its successors and assigns harmless against apy loss, costs, damages. atterneys' fees, expenses and liabilities which Lender may incur or sustain in connection with such actual thaud and any court action arising therefrom and will pay the same upon demand. In addition, the borrowers pained in the Note may become personally liable for repayment of the Extension of Credit.
- Opportunity for Lender to Comply. It is agreed that, except as required by few. the Lender or any holder of the Note for the Extension of Credit shall not torfeit any principal or interest on the Extension of Credit of reason of failure by Lender or holder to comply with its obligations under the Extension of Credit, inless the Lender

TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT (First Lien) Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3185 1/01 (rev. 12/07) Page 3 of 5 DocMagic @#grass 600-849,7562 www.docmagic.com

Lender or holder of the Note of its failure to comply.

holder of the Note fails to correct the failure to comply not later than the 60th day after the horrower notifies the

Tax Advice. It is agreed that it is the borrower's responsibility to determine any and all aspects of tax considerations related to the Extension of Credit. I have not relied on any tax advice provided by Lender or Lender's It is my responsibility to seek and obtain independent tax advice, epresentatives

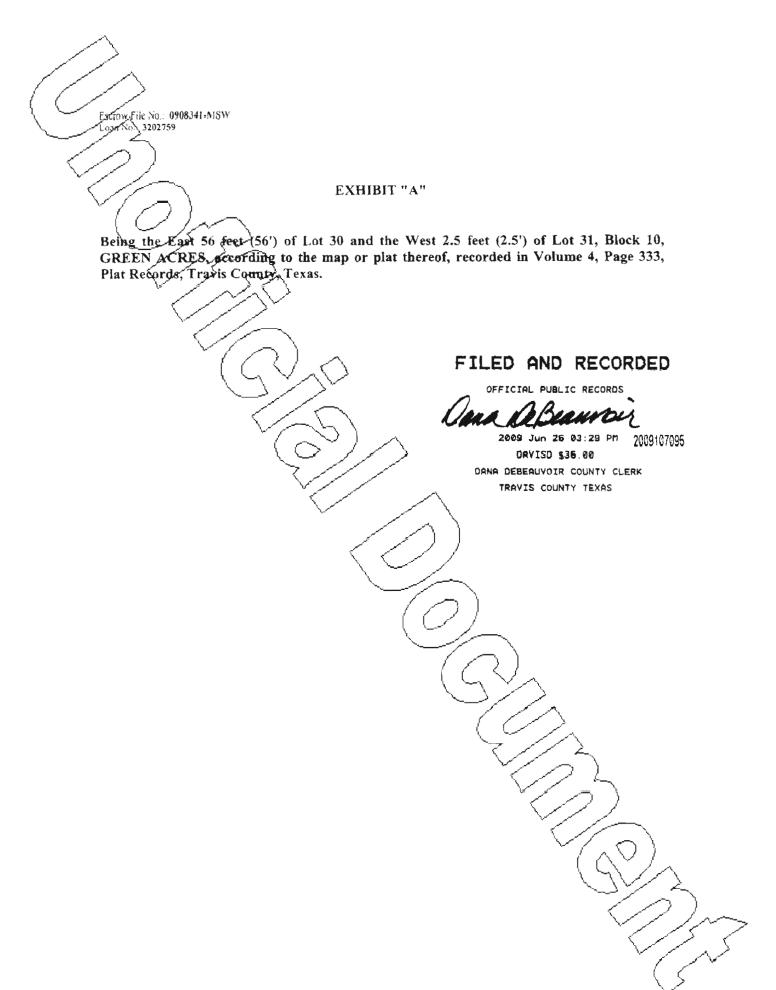
# SPATEMENT UNDER OATH

I hereby swear under oath that the representations and warranties referred to and set forth in Section I above are true and correct. I understand that this Texas Home Equity Affidavit and Agreement is part of the Extension of Credit documentation.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY BY ALL OWNERS OF THE PROPERTY, SPOUSES OF OWNERS, AND BORROWERS NAMED IN THE NOTE. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

orrower or Owner or Spouse of Owner (Borrowe or Owner or Spouse of Owner) BRIGID SHEA UMPHRESS JO (Borrower or Owner or Spouse of Owner) (Borrower or Owner or Spouse of Owner) (Borrower or Owner or Spouse of Owner) Borrower, or Owner or Spouse of Owner)

SWORN TO AND SUBSCRIBED before me on this 2	a day of JUNE 2009
$\langle \langle \langle \rangle \rangle = 1$	,
Sympony	9. CMA
ER'N BAVIDSON  MYCONDISSION EXPIRES	Notary Public
AUGUST 16 2018	
	Printed Name of Notary
	My Commission Expires:
[PERSO:YALIZED BEAU]	,
Advisor	
ALL STATEMENTS IN THE FORECOING TEXAS H MADE UNDER OATH. IF ANY SUCH STATEME STATEMENT IS FALSE, THE PERSON MAKING S CIVIL AND CRIMINAL PENALTIES UNDER APPLI THE NOTE AND MAY CAUSE ALL OTHER BORROY	ØME EQUITY AFFIDAVIT AND AGREEMENT ARE ND IS MADE WITH KNOWLEDGE THAT SUCH
STATEMENT IS FALSE, THE PERSON MAKING S CIVIL AND CRIMINAL PENALTIES UNDER APPLI	CCH FALSE STATEMENT MAY BE SUBJECT TO CABLE LAW, MAY BE PERSONALLY LIABLE ON
THE NOTE AND MAY CAUSE ALL OTHER BORRO' LIABLE ON THE NOTE.	WERS NAMED IN THE NOTE TO BE PERSONALLY
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TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT (First Li	
Fannie Mac/Freddie Mac UNIFORM INSTRUMENT	en)
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## DANA DEBEAUVOIR, COUNTY CLERK

## Real Estate Index Detail

Report # 797277 Requested By REBECCA LAFLURE (WEBPUBLIC)

## **Document Information**

Date: 02/09/2012 11:48 AM

Instrument #: 2011141811 Document Type: DEED OF TRUST

Date Received:09/28/2011 01:19:38 PMBook Type:NONEIndex Status:Permanent IndexBook:bookImage?✓Page:pg

Comments:

**Grantors** 

1 UMPHRESS JOHN

2 SHEA BRIGID

<u>Grantees</u>

1 JPMORGAN CHASE BANK

## Legal Information

1 LT 17 BLK 1 DRISKILL AND RIANEYS SUBD PT OLT 72 AND 73 DIV E 73 RAINEY ST AUSTIN TX 78701

## Returnee Information

SIMPLIFILE L.C. ERETURNED

ELÉCTRÓNICALLY RECORDED

2011141811

TRV

27

PGS

Return Te: JPMorgan Chase Bank, N.A.

Collateral Trailing Documents

HO. Hox 8000 - Monroe, LA 71203

Prepared By: Tathay Gaus

14221 N Dultas PKWY

Dallas, PX 75284

15 18 6m 1113147-MGB

# Deed of Trust

NOTICE OF CONTIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY KEMOVE 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.

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21, Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated September 27, 2011, together with all Riders to this document.
- (B) "Horrower" is JOHN UMPHRESS AND BRIGID SHEA, HUSBAND AND WIFE, Borrower is the gruntor under this Security Instruments.
- (C) "Lender" is JPMorgan Chase Bank, N.A., Lender is a National Banking Association organized and existing under the laws of the United States. Lenden's address is [[[]] Polaris Parkway, Columbus, OH 43240. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is Charles A. Brown, Attorney. Trustee's address is 4620 Fairmont Parkway, Suite 108, Pasadena, TX 77504.
- (E) "Note" means the promissory note signed by Borrower, and dated September 27, 2011. The Note states that Borrower owes Lender one hundred thirty two thousand six hundred fifty and 00/100 Dollars (U.S. \$132,650.00) plus interest. Borrower has promised to pay this debt to regular Periodic Payments and to pay the debt in full not later than October 1, 2041.

TEXAS-Strate Family-France MastFradds Mac UNFORM (NOTRUMENT

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- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Rroperty," 125) "Lowr means the debt evidenced by the Note, plus interest, any prepayment charges and late charges the under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" Ancans all Riders to this Security Instrument that are executed by Borrower. The following Ridges are to be executed by Borrower [check box as applicable]:

D Λdjusta	die Rate Bider Ridor	1.1	Condominium Rider		Second Home Rider
1 Ballgon	Riclor		Planned Unit Development Rider	$\Xi$	1-4 Family Rider
□ YX Rig	ar .	$\Box$	Biweekly Payment Rider	<u></u> ì	Other(s) [specify]

- (1) "Applicable Lay" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (4) "Community Association Bugs, Fugs, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Thanks in means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, whe transfers, and automated elegringhouse
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance proceeds paid ander the coverages described in Section 5) for: (i) damage to, or destruction of, the Propurty; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Bropkets.
- (N) "Mortgage Insurance" means insurance protecting London against the nonpayment of, or default on, the Loan,
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12/U.S.C. Spoffon 2601 ct seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be optended from time to time, or any additional or successor legislation or regulation that governs the same subject

TEXAS-Sincia Family-Ferrise Manifredde Mac UN-FORM INSTRUMENT





matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally telated mortgage loan" under RESPA.

(Q) "Successor-in Interest of Borrower" means any party that has taken title to the Property, whether for not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. This Security Instrument secures to Lender; (i) the repayment of the Loan, and all rerevols, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower's revocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction] of Travis [Name of Recording Jurisdiction] Sec Attached

Parcel ID Number: 2-p303-1009 which currently has the address of 73 RAINEY ST [Street] AUSTIN [City], Texas 78701 [2:p Code (2:property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower's lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender sovenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the dobt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lepdergs payment under the Note or this Security Instrument is returned to Lender unpaid. Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following terms, as selected by Lender! (a) cash; (b) money order; (c) certified check, bank check treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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Bryments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Under may return any payment or partial payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. Reach Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Rayments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lander shall be applied in the following order of priority: (a) interest due under the Note; (b) principal ductunder the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note:

If Lender receives a payment from Hornewer for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, anti-to-the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Missellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Eunds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority ever this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground reals on the Property, If any; (c) premiums for any and all insurance required by Lender under Section 3 and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in tieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. Phese terms are called "Escrow Items." At origination or at any time during the term of the Loan, Lender that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such thes, fees and

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assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borroweg's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be be writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts dup for my Escrowittems for which payment of Funds has been waived by Lender and, if Lender requires, shall farnish to Leader receipts evidencing such payment within such time period as Lender may require. Borrower's philippiion to make such payments and to provide receipts shall for all purposes be deemed to be a coverage and agreement contained in this Security Instrument, as the phrase "coverant and agreeuront" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower falls to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such and ount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount, Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Specien 18 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collegit and told funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lendor shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Eacrow items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrew Items no later than the time specified under RESPA. Londer shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lunder pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Upless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Londor can appea in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESTA, Leader shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall natify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, buringo more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments)

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John payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Boardwer aby Funds held by Lender.

4. Charge's Diens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which ean attain priority over this Security Instrument, leasehold payments or ground rents on the Property of any, and Community Association Dues, Fees, and Assessments, if any, To the extent that the efficient are Excrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrover shall promotic discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so leng as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (b) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Sedurity Lastrument of Lepder determines that any part of the Property is subject to a fien which can attain proprity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other huzards including, but not limited to, earthquakes and fleods, for which Lender requires insurance. This insurance shall be maintained in the amounts (befulding deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the probability sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be knosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, elthor, (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a prie-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Menagement Agency in connection with the review of any flood zone determination resulting from an objection by Borcower.

If Borrower fails to maintain any of the coverages described above. Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to durchase any particular type or amount of coverage. Therefore, such coverage shall cover bender, but might ob might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become

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additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee und/or as an additional loss payce. Lender shall have the right to hold the policies and renewal certificates. If Lender regardes, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender, as mortgage-and/or as an additional loss payce.

In the event of toss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made groundly by Borrower, Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whither or not the underlying insurance was required by Lender, shall be applied to restoration obregatiof the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period. Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed, to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Each for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insufance proceeds and shall be the sole obligation of Borrower, If the restoration or repair is not economically feasible or Lendor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrowge Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may, file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 36 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, on if Hender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of uncarned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restage the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Horrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security instrument and shall continue to occupy the Property

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as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees by writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyong Borrower's control.

7. Preservation. Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property Isom deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments in the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may roake reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to sych an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shelf be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Rorrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in hankrupley, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property Includes, but is not limited to, entering the Property to make repairs, change looks, replace or board up debra and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have ytilities turned

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on or oil. Although Lender may take action under this Section 9, Lender does not have to do so and is not ander any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any of all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instruments of a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower negatives Acc title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance, I'Lender required Mortgage Insurance as a condition of making the Lean, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage regatired by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance. Borrower shall pay the premiums required to obtain coverage substantially open vitent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lander. If substantially equivalent Mortgage Insurance coverage is not available. Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-requirible loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the 1,0mg is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance enverage (in the amount and for the period that Lender regulres) provided by an insurer selected by 1 poder ligain becomes available, is obtained, and Lender requires separately designated payments toward the fremiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loun and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in apportdance with any written agreement between Borrower and Lender providing for such termination of unfit termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrowef is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insuranced force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any

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source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements. Lender, any purchaser of the Note, another insurer, any reinsurer, any other earlier or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiungs paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage lasurance, or any other terms of the Loan, Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (B) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the fight to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncarned at the time of such cancellation or termination
- 11. Assignment of Miscellareous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lenger.

If the Property is damaged, such Misselfaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and bender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscelfaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscelfaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscelfaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscelfaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscelfaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Mixcullaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the Air market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater

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than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower,

In the overt of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property in value is less than the amount of the sums secured in the fair market value of the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Justiument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to bender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due, "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds by the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action of proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeithire of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the Impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration of repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend(time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower coverants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who go signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property Index this Identical of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, anodify, forbeak ownske any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The coverants and agreements of this Security Instrument shall hind (except as provided in Section 20) and henceful the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not Illustrate to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shell be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lendermay choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender is connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure.

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There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless that has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any softee required by this Security Instrument is also required under Applicable Law, the Applicable Law fedairement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law Soverability; Rules of Gonstruction. This Security Instrument shall be governed by federablish and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be select, but such silence shall not be construed as a prohibition against agreement by contract, in the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument, (a) words of the masculine gender shall mean and include corresponding neuter words or words of the fuminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property of a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the Intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest to Borrower is said or transferred) without Lender's prior written consent. Lender may require immediate payment in full-of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender insuch exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower nettee of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower masts certain conditions. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) live days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination

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of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (4) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants of agreements; (c) paysiall expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of profesting Lander's interest in the Property and rights under this Security Instrument; and (d) Takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged, Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) contined check, trank check, treasurer's check or cashier's check, provided any such check is drawn upon ag institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfert Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note: Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the optity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Lean Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless oftenwise provided by the Note purchaser,

Neither Borrower nor Lender may commence, bein, or be fointed to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section (5) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must clapse before gertain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the hotice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and apportunity to take corrective action provisions of this Section 20.

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21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials: (b) "Environmental Fau" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or or in the Property. Borrower shall not do, nor allow anyone else to do, arlything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (pelusing, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Londer written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition enused by the presence, use or release of a Hazardous Substance which adversely affects the vulde of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party) that any removal or other remediation of any Hazardous Substance affecting the Property is pecessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22, Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Horrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to redistant after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cared on a before the date

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specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited low reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the payer of sale, Lender or Trustee shall give notice of the time, place and terms of sale by mosting and filing the notice at least 21 days prior to sale as provided by Applicable Law, Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venue. The sale must begin at the time stated by the notice of sale or not later than three hours after that time and between the hours of 10 p.m and I pine, of the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for each in one or more parcels and in any order Trustee determines, Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warrandy from Borrower. Horrower covenants and agrees to defend generally the purchaser's little to the Property against all claims and demands. The recitals in the Trustee's deed shall be prime facile cyliner of the truth of the statements made therein. Trustee shall apply the proceeds of the sule in the following order: (a) to all expenses of the sale, including, but not limited to, feasquible Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to It,

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale, if possession is not surfendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of passession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law, Borrower shall pay any recordation colds, Bender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law,

24. Substitute Trustee; Trustee Liability. All rights, remedits and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of automey or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further

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act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the differ rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustée shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

- 25. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property baye been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment of are released by the holder thereof upon payment.
- 26. Partial invalidity. In the event any portion of the sums intended to be secured by this Security instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.
- 27. Purchase Money: Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check hox as applicable:

☐ Purchase Money.

The funds advanced to Borrower linder the Mote were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retuined in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

D Owelty of Partition.

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order of the agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

Renewal and Extension of Liens Against Homestead Property.

The Note is in renewal and extension, but not in extinguishment, of the indeptedness described on the attached Renewal and Extension Exhibit which is incorporated by references, under is expressly subrogated to all rights, liens and remedies securing the original holder of innote evidencing Berrower's indebtedness and the original liens securing the Indebtedness are renewed and extension of the indebtedness.

Acknowledgment of Cash Advanced Against Non-Homestead Property

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The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower steknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on asse in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28 Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no each from the Loan ovidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be middled to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any decumentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower

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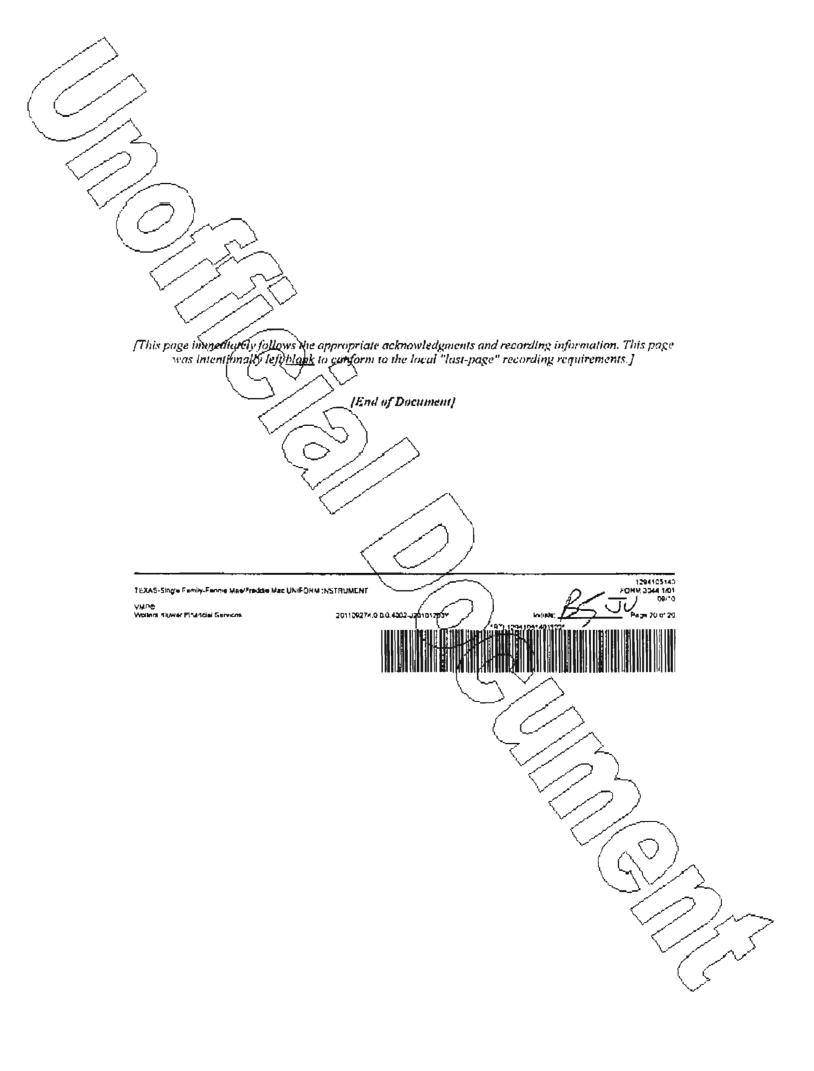
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# 1-4 Family Rider

THIS 1-4 PAMILY RIDER is made this 27th day of September, 2011, and is incorporated into and shall be decried to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the supredate given by the undersigned (the "Borrower") to secure Borrower's Note to JPMorgan Chase Bank, NA, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

(Assignment of Rents)

73 RAINEY ST, AUSTIN, TX 78701 Property Address

- 1-4 Family Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender Turther coverant and agree as follows:
  - (A) Additional Property Subject to the Security Instrument. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: hullding materials, appliances and goods of every nature whatsoever now or hereafter specified in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, airond light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, both tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awhings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
  - (B) Use of Property; Compliance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, onless Lunder has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
  - (C) Subordinate Liens. Except as permitted by federal law, Boxrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

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(D) Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the entire hazards for which insurance is required by Section 5,

(E) "Borrower's Right to Reinstate" Deleted, Section 19 is deleted,

(F) Borroword Occupancy. With regard to non-owner occupied investment properties, the first sentence in Linform Covenant 6 (or if this Rider is attached to an FHA Security Instrument, the first two sentences in Uniform Covenant 5) concerning Borrower's occupancy of the Property is (are) defeted

(G) Assignment of Leases. Upon Lender's request after default. Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new Jeases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the security libstrument is on a leasehold.

(H) Assignment of Rents; Appointment of Receiver; Lender in Possession. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable, Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lander's agents, Mowever, Rorrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Repts are to be paid to Lender or Lender's agent. This assignment of Rents constitutely aprabsolute assignment and not an assignment for additional security

If Lender gives notice of default to Borrower: (4) all Roots requived by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Reits including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, lepair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and ther to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security

If the Rents of the Property are not sufficient to cover the costs of taking softing of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

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Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lendor's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or praintain the Property before or after giving notice of default to Borrower, However, Lender's agents or a judicially appointed receiver, may do so at any time when a default obserts. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Socurity instrument are paid in full.

(I) Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Borrower

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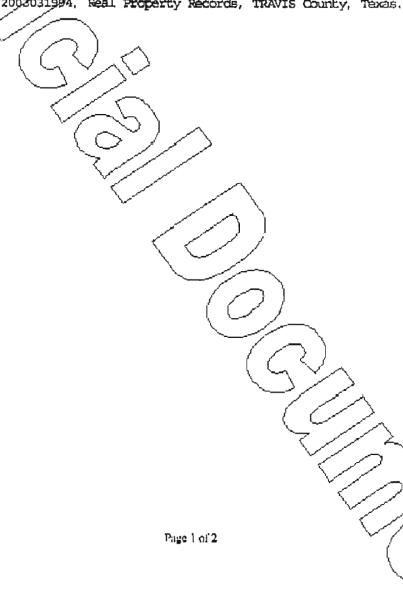
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This RENEWAL AND EXTENSION EXHIBIT is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of even date herewith. Security Instrument is granted by the Borrover(s) ("Borrover") to secure Borrover's indebtedness ("Note") to Lender (sometimes referred to as the "Beneficiary" or "Holder of the Note"), the Note secured before is in renewal and extension but not in extinguishment of that indebtedness, whether one or more described as follows:

That pertain promiserry note secured by an instrument recorded IN DOCUMENT 2002031994, Real Property Records, TRAVIS County, Texas.



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