### Real Estate Index Detail

Report # 742710 Requested By REBECCA LAFLURE (WEBPUBLIC)

### Document Information

instrument#, 2005210492

Document Type: TRANSFER

Date Received: 11/69/2005 03:55:45 PM

Book Type: book\_type

Dele: 10/17/2011 08 49 PM

Index Status: Permanent Index

Book Nook

image? ✓

Comments:

Page: pg

Grantors

COLE KEVIN W 1

2 COLE SHERYL N

MCDANIEL DEMETRIUS

Grantees

STOCK BUILDING SUPPLY INC

Legal Information

LT 14 BLK E CRYSTALBROOK SEC 1

Returnee Information

FIDELITY TITLE COMPANY

PICK-UP

QEN 501010

RETURN NATIONAL TITLE FIDELIT

#### WARRANTY DEED WITH VENDOR'S LIEN

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

Date OCTOBERED SWI

ALIANIA III

2805218492

- KREEN W. COLLE AND SPOUNE, SHERYL N. COLE AND DEMETRIUS MCDANIEL. A SINCLE

PERSON

Miller one PARKWOOD ROAD, AUSTIN, TEXAS 78723 Counter's Mailing Addy

Grision: LELAND & DANDREDG

Grantec's Mailing Adapted PO BOY 141207, AUSTEN, TEXAS 78714

Annuration: TEN AND 30 100, (\$10.00) — DOLLARS and other good and velocitie consideration, the receipt of which is hereby afternoonly after the orangement.

AND THE STREET CONTRACTOR OF THE PROPERTY OF THE

AND THE FURTHER CONSIDERATION OF THE EXECUTION AND BELIVERY of a Non-of-even date than two step principal amount of \$122,474.00 Facundaday Contract payable to the order of \$2000X SUULDING SEPFLY, INC.. The Note is secured by a New Tract of THE EXEKNI OF \$24,500.00) retained in favor of SPOCK BUILDING SUPPLY, INC. in that Dead hep by a Dood of Treat of even state from Contract to NESLESSA W. COOPER, TRUSTEE(S).

Property cincluding any improves

LOT FOURTEENING BLOCK TO CRYSTALEROOK SECTION ON A SUBDIVISION INTRAVISIONALLY.
TEXAS ACCORDING TO THE MAP OR PLAY SECONDED BY VOIDING SE, PAGE 25, PLAY RECORDS OF TRAVIS COUNTY, TEXAS

Reservations from and Exceptions to Correspond and Wilreston

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED BURNECT TO AD VALOREM TAKES FOR THE CURRENT YEAR, BOLLBACK TAKES DIE TO THE CURRENT YEAR, BOLLBACK TAKES DIE TO THE CURRENT WARRING BURNECT PROPERTY, MAINTENANCE PIND LIESA, ZONDO, DADRANCES, UTILITY DISTRICT ASSISSMENTS AND STANDBY FEES, OF ANY, ANY AND ALL VALOUD UTILITY EXSEMBITS CREATED BY THE DEDICATION DEED OR PLAT OF THE PURDIVISION OF AMERICA SAID MEAL PROPERTY IS LOCATED, RECORDED EASIMENTS, RESERVATIONS, MANERAL MESERVATIONS AND LEASES, RESERVETIONS, COVENANTS, CONDITIONS, REGISTE OF WAY EASYMBOUTS, IT ANY, AFFECTING THE PROPERTY.

County: So the consideration and subject to the consentians from and examples in the conjecture based enterestly, greatly, and now with a Crisinal the projectly, ingetter with all and singular distributions applying poor beente so any wine belonging, to have and held is to Granne, Countrie's beine, executors, adaptivityates, electrones, or entiges forces. Granne hereby body Granne and Granner's bote, executors, administratory, and electrolists to warrant and forever defend all and singular the property to Crustee and Orantee's being executors, petrologisation, specialism and marigum, against every person wherever to whally claiming or to claim the same orginy paperbagand, assign on to the Resourcetions from Conveyance and the Exceptions to Conveyance and Wattenty.

The random's here against and experies with to the property surressment (TO THE EXTENT OF \$10,000.00) and make trove described in fully paid according to its terms, at which time this door shall become shakings

The unit Vendor's Lien and Superjor Title boreis tendered (TO THE EXTENT OF \$20,000.00) page ( transport, sold and conveyed to STOCK BUILDING SUPPLY, INC., Ha mossessors and assigns, or for a self ashign) as appropriate, the Payer cannel in used Note, without recourse on Granter.

Waterly Deed (WDM) F040\_603410

When the content requires, staggalar nonze and pronouns include the plural. ELISTE ACDYNIET (Acknowledgment) THE STATE OF TEXAS This laminocone was acknowledged before the polibe 31 day of by Kevin W. COLE AND SPOUST SHERY N. COLY AND DEMETHIES MCDANIEL, A SINGLE PERSON. Notary Public State of Texas Notary's Name (priotes) KATHY LUZQUEA CCHALSSION DOS December 1, 2008 Notary's commercion expires AFTER RECORDING RETURN TO:

EMAND O. DANDRIDGE

EMAND O. DANDRIDGE PRESCRED IN THE LAW OFFICE OF:
BEAUSENEWIAN & LAWLER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
330 HULEN STREET
FORT MORTAL TEXAS 76107 8240 N. Mopec. Splice Lon Augus, Tx 78759 **GF**# AND RECORDED 90 60:55 PM 205216492 DANA OCCUPATIVODA COCUTA EZ EZIX Warnesty Dz.ec (WDM) FO40\_003M10

### Real Estate Index Detail

Report 742713 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Dete: 10/17/2011 06:50 PM

Instrument# 2005210494 Document Type: WARRANTY DEED

Date Received: 11/09/2005 03:55:45 PM Book Type: book\_type

 Index Status:
 Permanent Index

 Image?
 ✓

 Page:
 pg

Comments:

Grantore

COLE KEVIN W

2 COLE SHERYL N

<u>Grantees</u>

DANDRIDGE LELAND G

Legal Information

1 LT 21 BLK 23 LAS C:MAS SEC 1

Returnee Information

50109811

GF# 501098

#### WARRANTY DEED

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

Dale: OFTOBER 350005

NEED BURNERS

2005210494

PGS

Grantor: KEYN W. COLE AND SPOUSE, SHERYL N. COLE AND DEMETRICS MCDANIEL, A SINGLE PERSON

PERSON

Grantor's Mailing Address: 4300 PARKWOOD ROAD, AUSTIN, TEXAS 78722

Granice. LELAND C DANDRIDGE

Grance's Mailing Address TO BOX MINTY, AUSTIN, TEXAS 78714

Property (including any improvements);

LOT 21, BLOCK "23", LAS CIMAS, SECTION EVE. A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAY RECORDED IN VOLUME 65, PAGE 88, OF THE PLAY RECORDS OF TRAVIS COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warrantin

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREM TAXES FOR THE CURRENT YEAR ROLLBACK TAXES DUE TO THIS CONVEYANCE OR GRANTEE'S USE OF THE SUBJECT PROPERTY. MAINTENANCE FUND LIENS, ZOMING ORDINANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY ADDITION OF VALOD UTILITY EASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE SUBDIVISION IN WHICH SAID REAL PROPERTY IS LOCATED. RECORDED EASEMENTS, RESERVATIONS, MINERALL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS. IF ANY, AFFECTING THE HEREIN DESCRIBED PROPERTY.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenences thereto in any wise belonging, to have and hold it to Grantee, Grantee's beirs, executors, administrators, successors, or assigns forever. Grantee briefly binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the proporty to Grantee and Grantee's beirg, executors, administrators, successors and assigns, against every person whomsoever havility claiming or to claim the superor any partitizers, except us to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Warranty Deed (WDvl) F040\_003407 prigo 1

NGLE

When the content requires, singular notes and proposes include the planal. DEMETRIUS MCDAMEL (Acknowledgment) THE STATOOF TOKAS This instrument was approprietly before me on the A day of CILLUL DOLL by KEVIN W. COLE AND STOUGH SHERVY IN COLE AND DEMETRIUS ACCOUNTED, A SINGLE PERSON. Notary Public, Super of I Notary's Name (promed) KATHY LANGUZA COMMISSION DOS DROMBON (LINE) Notary's comentuite expires: PREPARED IN THE LAW OFFICE OF SEADLES, NEWMAN & LAWLER
A PROFESSIONAL COSPORATION
ATTOMORY'S BY LAW
SHOWLEN STREET
FORT WORTH, TEXAS 76107 AFTER RECORDING REPRESALTO LELAND G. DANDRIDGE PO BOX 141307, AUSTIR, TRAVIS COUNTY, TEXAS 19714 Please Return to: Fidality National Title Company 8240 N. Mopac, Suite 100 Austin, Tx 78759 OP# ED AND RECORDED PER RECORDS 69 88:35 Pm 2005210494 DAMA DEDERUNOUS COUNTY OF SHE TRAVES COUNTY TEXAS Warrany Dood (WDvl) F049\_003407

Real Estate Index Detail

Report # 742717 Requested By RESECCA LAFLURS (WESPUBLIC)

Date: 10/17/2011 07:01 PM

## Document Information

Instrument#: 2008210465 Document Type: WARRANTY DEED

Date Received: 11/09/2005 03:55:45 PM Book Type: book\_typs

Index Status: Permanant Index Book: book

Image? 🗸 Page: pg Comments:

Grantors

1 COLE KEVIN W

COLE SHERYL N 3 MCCANIEL DEMETRUS

Grantees

3 OPP HOMES INC

2

Legal Information

1 LT \$ BLK E ORYSTALBROOK SEC 1

Returnee Information

50/09314

#### RETURN

FIDELITY NATIONAL TITLE

GPN 501093

#### WARRANTY DEED WITH VENDOR'S LIEN

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

Our peroperty to

Hiran Property

2005210495

2 90

Gradier KENIN W COLEAND SPOUSE, SHERYL N. COLE AND DEMETRIUS MCDANIEL. A SINGLE

PENSON JUNE OH

Granter's Mailing Address: AND PARKWOOD ROAD, AUSTIN, TEXAS 78721

Grantee OFF HOMES, D.C., A TEXAS CORPORATION

GRADIEN'S MAILING ACQUEST FOR BOX MARINA AUSTEN, TRAVIS COUNTY, TEXAS 18714

Consideration: TEN AND NOTICE SELECT. DOLLARS and other good and valuable consideration, the receipt of which is hereby section/spiced and conferred.

AND THE FURTHER CONSIDERATION OF THE EXECUTION AND BELIVERY of a Name of some that in in the principal amount of \$15,000.00 exceeded Grantes, possible to the order of 6TOCK BUILDING SUPPLY, INC... The Note is secured by a Visign Transpage as Byer of STOCK BUILDING SUPPLY, INC. in the Oced and by a Deed of Trust of even date from Grance to NGELISSA W. COOPER, TRUSTER(5).

Property (Saclading any Improvements),

LOT THREE (3), BLOCK "E", CRYSTALBROOK, SECTION ONE, A SUBDIVISION IN TRAVIS COUNTY.
TEXAS ACCORDING TO THE MAP OR PLAT HISTORDED IN VOLUME 53, PAGE 28, PLAT RECORDS OF
TRAVIS COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREM TAXES FOR THE CURRENT YEAR ROLLBACK TAXES DUE TO THIS CONSEVANCE OR GRANTEE'S USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIENS, ZONDEG ORDINANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND ALL VALIDATE ITY EASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE SUBDIVISION OF WHICH SAID REAL PROPERTY IS LOCATED, RECORDED EASEMENTS, RESERVATIONS, MINURAL BESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS IF ANY, AFFECTING THE PERENT DESCRIBED PROPERTY.

Greator, for the consideration and subject to the reservations from and exceptions to conserve potant warrants, grants, sells, and conveys to Grantse the property, together with all and singular the rights and applicatelymose thereto in any wise belinging, so have and held it to Grantse, Grantse's heirs, executors, administrators, engagement, or assigns forever. Grantse hereby binds Grantse and Grantse's heirs, executors, administrators, and decorate in wormer and general definition at all and diagnost reperty to Grantse and Grantse's heirs, executors, attripidents of a subject severy persons whomseever lawfully chapping or to glain; the same declaration therefore are to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty

The vendor's lies against and superior tide to the property are retained until each note described is fully tood adverding to its terms, at which time this deed shall become absolute.

The raid Vendor's Lies and Superior Title begins pendined are hereby transferred, unsigned told and pettropology STOCK BUILDING SUPPLY, INC., its successors and assigns, or being and assigns, as appropriate, the Payon sensed in mid Note, without recourse on Orientee.

Wisconey (0004 (WID+1) F040\_008#13 P)53

When the context requires, singular nouss and premium include the plural. DEMETHIES MEDANIEL (Arknowledgment) COUNTY OF PLAS Notary Peblic, State of Pecal Notary's Name (printed): Network commission expline S240 SEP 100 SEPTIMEN TO: S240 PREPARED IN THE LAW OFFICE OF, BE DEES NEWMAN & LAWLER A PROPESSIONAL CORPORATION ATTORNSON AT LAW 1906 HUJEN STREET CORT OF TEXAS 78107 ED AND RECORDED 25 Mar 62 pt 35 pm 10011005 to prosperious constru constru TRAVES COUNTY TOTAL Warranty Deed (W0%) F040\_003413

### Real Estate Index Detail

Report # 742719 Requested By REBECCA LAFLURE (WEBPUBLIC)

### Document Information

Date: 10/17/2011 07 03 PM

 Instrument #: 2009210495
 Document Type: TRANSFER

 Date Received: 11/09/2005 03:55:45 PM
 Book Type: book\_type

Index Status: Permanent Index Book: book Image? ✓ Page: pg

Comments:

**Grantors** 

COLE KEVINW

2 COLE SHERYL N

3 MCDANIEL DEMETRIUS

Grantees

1 STOCK BUILDING SUPPLY INC

Legal Information

TO BLK E CRYSTALBROOK SEC 1

Returnee Information

50109314

#### RETURN

FIDELITY NATIONAL TITLE

QF# 901093

### WARRANTY DEED WITH VENDOR'S LIEN

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

DAIL OCTOBERSY, THOS

**BIRDRIDEDINE** 

200321/0495

2 PGS

Granio: KEVIN W COLD AND SPOUSE, SHERYL N. COLE AND BEMETRIUS MCDANIEL A SINGLE PERSON

Greener's Mailing Addings ASSA PARKWOOD ROAD, AUSTIN, TEXAS 20721

CHARLES OPP HOMES, D.C., YTEKAS CORPORATION

Onester's Mailing Address. Fig BOX, 1900AN AUSTIN, TRAVES COUNTY, TEXAS 18714

Consideration: TEN AND NOTO - 1510 60: DOLLARS and other good and valuable consideration, the receipt of which is burnly expressingly dependent and which is burnly expressing the confessor.

AND THE FURTHER CONSIDERATION OF THE EXECUTION AND DELIVERY of a Name of owns desirable to the principal amount of \$15,000.00 executed by Grands beyond as the order of \$70CK BIRLDING SUPPLY, INC.. The Note is accorded by a Vendor Viller replaced in layer of \$70CK BURLDING SUPPLY, INC. in the Deed and by a Deed of Trust of even date from Grands to MEZISSA W. COOPER, TRUSTBERS).

Property (including any impreveneuts);

LOT THREE (3), BLOCK "E", CRYSTALBROOK, SECTION ONE, & SUMMYISSON SK TRAVIS COUNTY, TEXAS ACCORDED TO THE MAY ON PLAT RECORDED IN YOURSE 25, PAGE 26, PLAT RECORDE OF TRAVIS COUNTY, TEXAS

Reservations from and Exceptions to Correspond and Westwork

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ECCEPTED STATECT TO AD VALOREM TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO THESCONFEMENCE OR GRANTEES USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIENT TOPING CREDINANCES, LITHLITY DISTRICT ASSESSMENTS AND STANDBY FEES. IF ANY, ANY AND ALL VARIOLITALITY EASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE SUBDINGSON IN WHICH SAID BEAL INCOMETY IS LOCATED. RECORDED EASEMENTS, RESERVATIONS, MOVERAL RESERVATIONS AND LEASES, RESERVATIONS, COVENIONS, CONSTITUTES, RIGHTS OF WAY EASEMENTS IS ANY, AFFECTING THE HEREIN DESCRIBED PROPERTY.

Crantor, for the consideration and subject to the reservations from and enceptionable conservated discountry, grains, tells, and conveys to Granite the property, ingetter with all and singular the rights and applicable construction in any wise belonging, to have and hold it to Granze, Cryptock being, execution, adoptations, an appearance or assignationers. Crames bereing back Granite and Granies Vicini, execution, adoptation, and dispersion to wanted and foreign definitions, and all said ungetter the property in Crames and Granies to being, execution, aftergrains and account and an area of the consequence to the foreign desired to the Reservations from Conveyance and the Europeans of Conveyance and Waterstry.

The vendor's less against and superior title to the property are retained until each note teamined to fig8) baid advorting to its terms, as which store that dend shall become abundan.

The said Vendor's Line and Superior Tildt herein remined are hereby empelement, nonignal, and and performing STOCK BUILDING SUPPLY, INC., in concessors and source, or heirs and source, as appearance, the Proof named in and Name, without recourse to Creater.

Waterty Sept (WDN); F640\_200413

Afters the constant response, singular notices and promones include the plural DELLETON SUPERIOR (Acknowledgesett) COUNTY OF MALES This instrument was arbanythanged before you use T day of OR ARME . JOST by KEVIN W. COLE AND SPOUSE, SHAPLY N. OFFICE AND DEMETRIES MCDANIEL A SINGLE PERSON. Nerwy Publise, Soula of Those Notary's Name (printed): COMPANY CARACTA Notary's constitution engines Selection of the desired services to service construction of services of the services of the construction PREMARED IN THE LAW OPPICE OF: BEADLES DEWMAN & LAWLER APROPESSIONAL CORPORATION APTOMOTEN AT LAW 1900 HULEN STREET FORT WORTH, TISKAS THEF GHa AND RECORDED 205.20 PM 2052/05 Workery Deed (WDv8) F540\_003413

Real Estate Index Detail

Report # 742721 Requested By REBECCA LAFLURE (WEBPUBLIC)

Date: 10/17/2011 07:05 PM

### Document Information

Instrument#: 2005210497

Document Type: WARRANTY DEED

Date Received: 11/09/2005/03:55:45/PM

Book Type: book\_type

Index Status: Permanent Index

Book! book

Image? 🗸

Page: pg

Comments:

2

**Grantors** 

COLE KEVINW

COLE SHERYL N

MCDANIEL DEMETRIUS

Grantees

1 OPP HOMES INC

Legal Information

1 LT 20 BLK 23 LAS CIMAS SEC 1

Returnee Information

SCHOTTHE

021 561097

RETURN -PROELITY)NATIONAL TITLE

#### WARRANTY DEED WITH VENDOR'S LIEN

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

DIN OCTOBERGE, THE

MERCHINE

2025210457

2 PGS

GRANGE KEVIN W COLFAND POUSE, SHERVE M COLE AND DEMETRIES MCDANTEL A STROLE PERSON

Granter's Mailing Addyst: #805 PARKWOOD ROAD, AUSTIN, TEXAS 18723

Grane: OPT HOMES, INC., TEXAS GEREFORATION

ORGANIZATION AND THE BOX PROPERTY, TRAVES COUNTY. TEXAS TITLE

Consideration: TEN AND NO 100—1510,001—DOLLARS and other good and valuable assembleration, the receipt of which is hereby a flourished and solutional.

AND THE FUNTHER CONSULTATION OF THE EXECUTION AND DELIVERY of a None of sect date that is in the principal amount of \$100,000,000 Deposited by Gardine gapable in the order of \$700K BEILLDENG SUFFLY, INC., The Mote is accorded by a Vandor's Lieu, FO FIRST DETERM OF \$28,008,000 regained in lawer of ETOCK BUILDING SUFFLY, INC. in the Constant of a Dual of Treat of Stone date their Granus to MELISSA W. COOPER, TRUST EESS.

#### Property (including any improvements):

LOT 29, BLOCK "23", LAS CEMAS, SECTION ONE, A SUBSEMISSION IN TRAVIS COUNTY, TENAS ACCORDING TO THE MAY OR PLAT RECORDED IN VOLLTAGE 65 PAGE 64. OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

#### Hencevullant from uni Exceptions to Conseyance and Westrapty:

THIS CONVEY ANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALGREM TAXES FOR THE CURRENT YEAR, BOLLBACK, TAXES DUE TO THIS CONVEY ANCE OR GRANTEES USE OF THE SEMIENCY PROPERTY, MAINTENANCE FUND LIDING ZONING CEDIMANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FIRE, IF ANY, ANY AND ALL MAINT UTILITY EASEMENTS CREATED BY THE DEDICATION DEED ON PLAT OF THE SUBDIVISION IN SPHICH SAID REAL PROPERTY IS LOCATED, RECORDED RASEMENTS, RESERVATIONS, MINERAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS, IS ANY, APPRICATION THE PERSON DESCRIBED PROPERTY.

Genetics, for the reconsideration and subject to the conservations from each exceptions to conveyance and warrancy, grants, selfs, and conveys to thereto the property, together with all and singular the rights to Alepsenbary as thereto in any whos belonging, to have and hold it to Conseas, Grantes, Conseasy been, assessment, Magnetistantest, processors, or surjectively. Conseasy being the property in Grantes and Grantest and Grantest and Grantest and Grantest and Grantest and Conseasy and an application of the property in Grantest and Grantest better, exceeding a further surject, algorithm and an application who are a surject to the Reconstruction of the same or any part descript, except as to the Reconstruct from Conveyance and the Enceptions to Conveyance and Warrancy.

The ventur's lien against and superfur tide to the property are retained (FO THE EXTENT OF \$20,000,000) until each mate statistical in Sally good seconding to the terms, as which stars this feed shall become absolute.

The unit Verylock Line and Superior Title herein resulted (TO THE EXTENT OF \$20,000.00) her being recognized antiqued, sold and enterpreted STOCK BUILDING SUPPLY, the C., its necessors and endough, or later and enterpreted as appropriate, the Pages seemed in sold Note, without recourse on Greater.

Warner Deat (WDH) FD40\_005415 P) 53

When the contest requires, singular nature and reasonas include the plural (Acksawledgment) COUNTY OF THE AS This instrument was space stated before one on the Blay of STERLEY 2005, to KEVEN W. COLK AND SPORTS FERSON. Notary Public, Stall Notary's Name (printed) KATHY LUGAZA Notary's commission expires Please Return to:
Fidelity and School of the Coccasora for 82489 School of the Coccasora for 100 August 7x 78759 FREZAND IN THE LAW OFFICE OF BUDDLES, NOWMAN & LABRES AFTER AT THE STREET AND AND RECORDED 2000 may so of 50 mm 2005210027 DANG DEMENDING COUNTY PLENE TRAINES COUNTY TEMES Wantery Deed (#17-51 FQAQ\_003415

Real Estate Index Detail

Report # 742724 Requisited By RESECCA LAFLURE (WESPUBLIC)

Outs: 10/17/2011 07:15 PM

## Document Information

Instrument#: 2005210497 DocumentType: TRANSFER

Date Received: 11/09/2005.03:55.45 PM Book Type: book\_type

Index Status: Permanent Index Book: book

Image? 
Page: pg

Comments:

Grantors

COLE KEVIN W

2 COLE S - ERYL N

3 MCDANIEL DEMETRIUS

Grantees

1 STOCK BUILDING SUPPLY INC.

Legal Information

1 LT 20 BLK 23 LAS C-MAS SEC 1

Returnee Information

Og's tologn

RETURN -FIDELITY NATIONAL TITLE

#### WARRANTY DEED WITH VENDOR'S LIEN

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

DIE OCTOWNER TO

NACED BRIDE

2002/4/07

2 805

CHARLE KEVIN W. COLD NED BYOUSE, SHERVE N. COLE AND DEMETHEE MCDANIEL, A SINGLE PERSON

Granto's Malling Addigate ANA PARKWOOD ROAD, AUSTIN, YEXAS 18722

COMMISSION OF HOMES, INC. ATEXAS OFFICERATION

Occusion's Marting Andrews Pop BOX FAREY AUSTEN, TRAVES COUNTY, TEXAS TATIA

AND THE FURTHER CONSIDERATION OF THE EXECUTION AND DELIVERY OF a Note of even dose dose in in the principal improve of \$100,000 and \$00 providing Or passed to the order INSTOCK BUILDING SUPPLY.

ENC. The Prince is supposed by a Nonder's Linguisty THE ENTENT OF STRUMBERS remined in fiver of STOCK BUILDING SUPPLY, INC. in deal Dose, and on a Dose of Train of even dose State Oranne to MELISSA W. COMPER, TRUSTERS.

Property (including any improvements)

LOT TO, BLOCK "32", LAS COMAS, SECTION ONE, A SUBDIVISION IN TRAVES COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED BY YOUTHE WAY ACCORDED BY THE PLAT RECORDS OF TRAVES COUNTY, TEXAS.

Blacervations from and Exceptions to Conveyance and Warragely:

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED STRUCT TO AD VALUE MAY TAXES FOR THE CURRENT YEAR ROLLBACK TAXES DUE TO THIS CONVEYANCE OR GRANTEES USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIEDS, ZONDING GROBANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND ALL WALLD UTILITY EASEMENTS CREATED BY THE DEDICATION DEED OR MAT BY THE SUBDIVISION IN AMERICAN RALL PROPERTY IS LOCATED, RECORDED EASEMENTS, RESERVATIONS, MOVERAL RESERVATIONS AND LEASES, RESTRUCTIONS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS, IF ANY, AFFECTING THE HEREIN DESCRIBED PROPERTY.

Or uniter, for the consideration and adojust to the reservations from and exceptions to private and warranty, grants, stills, and conveys in Country the property, together with all and singular the rights had appendiculate thereon in any ware belonging, to have and hold it to Country's below, constants, Manjantenton, gettingness, or satisfact flower. Consider barely blanks Country and Country's below, constants, administrator, and gettingness and toward defend all and country in the property to Orandee and Country's below, concentry, administrator, administrator, and assigns, against every person whomsecous leading describing the same or only person and control to the Reservations from Coloroguesce and the Exceptions to Consequence and the Exceptions to Consequence and the Exceptions to Consequence.

The vendor's him against and superior rate notice property are returned (TO YHE EXTENT OF SHE ORIGINAL And note described in fieldy gold according to the series, as which some this final plant because schemes.

The said Vendor's Lies and Superior Telehoreis remined (TO THE EXTENT OF \$26,000 Ob) he printy matches and assigned, and and conveyed to SYOCK BUILDING SUPPLY, ESC., its superiors and assigned, or letter and polymers a appropriate, the Poyce numed in said Nois, without recourse we Granine.

Warrency Deed (WICh4) #D40,003615 16/

More the context requires, singular nouns and procouns include the plant. DEMETRIUS MEDANTEL (Acknowledgment) THE STATE OF TEXAS COUNTY OF Noticy Public, Start of Toxas Notary's Name (printed): KATHY'L LADAZA UY OONSKUSSON EXPRES DEORTEON 1, 2008 Notary's commission expires: Please Return to:
Fideways a second rice arrows to:
82499 House and The crops position as a second rice and the control of the PREPARED IN THE LAW OFFICE OF:
BENDLES, VEWMAN & LAWLER
AFROFESSIONAL CORPORATION
ATTOMORYS AT LAW
1560 HULEN STREET
FORT WORTH, TEXAS 16107 RECORDED 2005 HOY 50 pd: 95 pm 27052/8497 KKOLFETE STO. DO DAMA DEBERTAGLE CORRES OF EAK TRAVIS COUNTY TEMES (1'amany Deed (WOVI) F040\_003415

### Real Estate Index Detail

Report # 742726 Requested By REBECCA LAFLURE (WEBPUBLIC)

## **Document Information**

Date: 10/17/2011 07:17 PM

Instrument#: 2005210499 Document Type: WARRANTY DEED

Date Received: 11/09/2005 03:85:45 PM Book Type: book\_type

Image? ✓ Book: book

| Page: pg

Comments:

COLE KEVIN W

2 COLE SHERYL N

1

3 MCDANIEL DEMETRIUS

Grantees

1 LEFEVRE DAVID

Legal Information

1 LT 30 BLK 23 LAS CIMAS SEC 1

Returnee Information

50108210

## RETURN

FIDELITY NATIONAL TITLE

QF# 501082

#### WARRANTY DEED WITH VENDOR'S LIEN

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

Date: OCTOBERST, 2005

2805218499

2 PGS

GIZHOF KEND W COLE AND POUST, SHERVL N. COLE AND DEMETRIUS MCDANTEL, A SINGLE PERSON

Grandor's Mailing Address. LOS PARKOVOOD ROAD, AUSTIN, TEXAS 78772

Grabica: DAVID LEFEVICE

Charles Mailing Address: Tool STE WADDOVE, CEDAR PARK, TEXAS 78613

Consideration: TEN AND NOTOO (\$10,00) -- DOLLARS and other good and valuable consideration, the receipt of which is hereby software aged and confessed:

AND THE FURTHER CONSIDERATION OF THE EXECUTION AND DELIVERY Of a Note of even dute that it in the principal amount of \$106,000,000 described by Granica payable to the order of STOCK BUILDING SUPPLY, UNC. The Note is secured by a vendor 1 heart of the Pattent OF SA,000,00) retained in these of STOCK BUILDING SUPPLY, INC. in this deed and by a Dock of Trust of even date from Granica to MELISSA W. COOPER, TRUSTEE(S)

Property (todading any improvements):

LOT 10, BLOCK 23", LAS CIMAS, SECTION ONE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 63 PAGE 88, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Westingty:

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREM TAXES FOR THE CURRENT YEAR ROLLBACK TAXES DUE TO THIS CONVEYANCE OR GRANTEES USE OF THE SUBJECT PROPERTY. MAINTENANCE FUND LIENS 20NING OBDINANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND ALL MAID UTILITY GASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE SUBDIVISION IN WHICH AND REAL PROPERTY IS LOCATED, RECORDED EASEMENTS, RESERVATIONS, MINERAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS, IF ANY, AFFECTING THE HEREIN DESCRIBED PROPERTY.

Grandy, for the consideration and subject to the reservations from and exceptions to convenience and warranty, grants, tells, and convers to Grantee the property, together with all and singular the rights and appuretuances thereto in any vice belonging, to these and hold it to Grantee, Grantee's ficies, executors, administrators, processors, or assigns forever. Grantee thereby banks Orantor and Grantee's heirs, executors, administrators, and successor to warrant and forever defend all and singular the property to Grantee and Grantee's beirs, executors administrators, decreases and assigns, against every person whomseever fawfully claiming or to claim the same or any part at each, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's hen regions and superior title to the property are regioned (FOTHE EXTENTION \$30,000,00) until each note described a fully perid according to its terms, at which time this deed shall become absorbing

The said Vendor's Lien and Superior Title herein retained (TO THE EXTENT OF \$20,000.00) are beingly transformed assigned, sold and conveyed to STOCK BUILDING SUPPLY, INC., its successors and assigns, or here and essential as appropriate, the Payce named in said Note, without recourse on Granter.

Warranty Does (WDv)) F040\_003411

0

- 0 -00 When the context requires, singular nouns and pressures include the plural. SHERYL N (Askatwiedgmear) COUNTY OF STATE OF This impression was relately to these one on the St. day of D'UDA . DOUGH, DOUGH, NO DEMETHRES MCDANIEL, A SINGLE PERSON. 2005 BY KEVIN Notary People, State of To Notary's Name (printed). Notary's promusation argirec-DON' LUCUS PREPARED IN THE LAW OFFICE OF-BEADLES VENDOUS A LAWLES APROFESSIONAL CORPORATION ATTOMOTY WIT LAW LING PREEN FRIET FORT WORTH, TERAS 18:00 AFTER RECORDING RETURN TO: Process No. Centra Park, Verianson Fidelity Methodal Title Company 8240 N. Mopac, Suite 100 Auenn. Tx 78759 GF# FILED AND RECORDED 26523489 Augus coper co THEORETS COMPANY Winnery Dood (WDN) F040\_003411

### Real Estate Index Detail

Report # 742729 Requested By RESECCA LAFLURE (WESPUBLIC)

Document Information

Instrument#: 2005210499

Document Type: TRANSFER

Date Received: 11/09/2005 03:55:45 PM

Book Type: book\_type

Čate: 10/17/2011 07:30 PM

Index Status: Permanent Index

Book: book

Image? 🏑

Page: pg

Comments:

**Grantors** 

1 COLE KEVIN W

2 COLE SHERYL N

3 MCDANIEL DEMETRIUS

Grantees

1 STOCK BUILDING SUPPLY INC.

Legal Information

1 LT 30 BLK 23 LAS CIMAS SEC 1

Returnee Information

50108all

# RETURN

FIDELITY NATIONAL TITLE

OF# 501082

#### WARRANTY DEED WITH VENDOR'S LIEN

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

DIE OCTOBERS 2005

2005218499

2 PGS

GADIOF, KEVEN W. COLE AND DEMETRIUS MCDANIEL, A SINGLE PERSON

Graniar's Mailing Address: 1201 PARKWOOD ROAD, AUSTIN, TEXAS 78712

Gradice: DAVID LEVEVICE

Gradice's Malling Address Too! STEMPA DROVE, CEDAR PARK, TEXAS 78613

Consideration: TEN AND NOT00 (\$10,00) DOLLARS and other good and valuable consideration, the receipt of which is bereby agreen agree and advantaged and confessed;

AND THE FURTHER CONSTDERATION OF THE EXECUTION AND DELIVERY OF a Note of even date that is the principal amount of \$106,500.00 Executed by Granter to pyable to the order OFSTOCK BUILDING SUPPLY, INC. The Note is secured by a Vender's Lieu from the EXTENT OF \$10,000.00) remined in two of STOCK BUILDING SUPPLY, INC. In this Does and by a Does of Trust of even date from Granter to MELISSA W. COOPER, TRUSTEE(S).

Property (laciating any improvements):

LOT 10. BLOCK "21", LAS CIMAS, SECTION ONE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN JOLLING 63/PAGE 88, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS

Reservations from and Exceptions to Conveyance and Workship.

THIS CONVEYANCE IS EXECUTED, DBLIVERED AND ACCEPTED SIBILECT TO AD VALOREM TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO THIS CONVEYANCE OR GRANTEES USE OF THE SUBJECT PROPERTY. MAINTENANCE FUND LIENS, ZORING OSDDANCES, LITELTY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND ALL WALD UTILITY EASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE SUBDIVISION IN WHICH SAID REAL PROPERTY IS LOCATED. RECORDED EASEMENTS, RESERVATIONS, MINERAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS, IE ANY, AFFECTING THE HEREIN DESCRIBED PROPERTY.

Granton, for the doorderation and subject to the reservations from and exemptions to other carees and warranty, grants, sells, and conveys to Grantee the property, together with all and ringular the rights and appurchances thereto in any wise belonging. To have and hold it to Grantee, Grantee's heirs, executors, administrators, subcoluent, or axilgns forever. Grantee berefy broads Grantee and Grantee's heirs, executors, administrators, and specessod to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, a

The vendor's beargainst and superior title to the property are retained (TO THE EXTENTIOF \$36,000 (00) while and note described as fully rook according to its terms, as which time this doed shall become absolute.

The said Vendor's Lica and Superior Title bereso retained (TO THE EXTENT OF \$20,000.00) pre-barally transferred assigned, sold and conveyed to STOCK BUILDING SUPPLY, INC., its successors and assigns, or this sand assigns as appropriate, the Payer named to said Note, without recourse on Grantor.

Warriary Doed (WDM) PO40\_003411 Prise !

0





Notery Public. State of T Notary's Name (printed): Notury's commission expires:

PIROT SECONDON RETURN TO PIROT SECONDON PARK, WELLANSON FIGURE VINES SET THE COMPANY 8240 N. Mopac, Seite 100 GF#

PREPARED IN THE LAW OFFICE OF:
BEADLES, WENTAMIN & LAWLER
KINGESSENCH CONFORATION
ATTOMSETS AT LAW
150 HELENSTREET
FORT WORTH, TEXAS 16187

+ + + +

ED AND RECORDED

2002 DAY OF ST. OF ST. 205211495

TRAVES FOUNDS

Westuny Doed (WDvt) #040\_003411

### Real Estate Index Detail

Report # 742732 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Instrument#: 2005210501

Document Type: WARRANTY DEED

Date: 10/17/2011 07:32 PM

Date Received: 11/09/2005 03:55:45 PM

Book Type: book\_type

Index Status: Permanent Index

Book: book

Image? 🇸

Page: pg

Comments:

**Grantors** 

- 1 COLE KEVINW
- 2 COLE SHERYL N
- 3 MCDANIEL DEMETRIUS

<u>Grantees</u>

1 OPP HOMES INC

Legal information

1 LT 2 BLK 17 LT 1 BLK 18 LT 16 19 24 AND 27 29 BLK 23 LT 1 BLK 24 LAS CIMAS SEC 1

Returnée information

receipt of which is beauty entenowind god and confessed:

AND THE FURTHER CONSIDERATION OF THE EXECUTION AND DELIVERY Of a Now of even date that is in the principal amount of \$1 20,000 (to Executed by Grynnice, payable to the order of \$TOCK BUILDING SUPPLY, INC.. The Now is recurred by a Vandor \$1 for represent to anyon of \$TOCK BUILDING SUPPLY, INC. In this Dood and by a Dead of Trust of over date from Contract on MEXISSA W. COOPER, TRUSTEE(S).

#### Property (Including may improvements)

LOT 2. BLOCK 17, LOT 1. BLOCK 18, LOTS 18, 19, 24 and 27, 29, BLOCK 21, LOT 1, BLOCK 24, LAS CIMAS. SECTION ONE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 65, PAGE 88, OF THE PAG

### Reservations from and Exceptions to Conveyance and Warranty;

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREM TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO THE SUBJECT OF GRANTEE'S USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIEM, ZONING OKDINANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY YEES IF ANY, ANY AND ALL VALIDATION OF EASEMENTS CREATED BY THE DEDIKATION DEED OR PLAT OF THE SUBDIVISION IN WIRCH SAID REAL PROPERTY IS LOCATED, RECORDED EASEMENTS, RESERVATIONS, MINERAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS IF ANY, AFFECTING THE HEREIN DESCRIBED PROPERTY.

Granter, for the consideration and subject to the reservations from and exceptions to conveyand warranty, grants, sells, and conveya to Grantee the property, together with all and snagellar the rights soil experiences thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, exceptors, jointhipselfors, exceptors, or assigns forever. Grantee hereby binds Grantee and Grantee's heirs, exceptors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, exceptors, exceptors, successors and except and grantee when year the people as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lieu against and superior title to the property are retained until each nore described in fish y fail adcording to its terms, at which time this dead thall become absolute.

The said Vendor's Lieu and Superior Title herein retained are hereby transferred, susigned said and outveyer to STOCK BUILDING SUPPLY, INC., its successors and natigna, or heirs and assigns, as incorporation, the Pro-counted in said Note, without recourse on Grantor.

Wernary Octol (M'DM) FO40\_0034 18 PM 94 1

When the corners requires, singular assess and pronouns include the plant. (Acknowledgment) THE STATE OF THE AS This inscrement who appropriately before my on the 3 day of 18 ABBLE DECEMBER SHERVEN COLE AND SPORTS SHERVEN COLE AND DESCRIPTION MCDANIES, A SINGLE PERSON Natary Public, Standar Tolks Novery's Netro (printed); Novery's continuous superer. KATHY'L LAGASA PREPARED IN THE LAW OFFICE OF: BRADIAS, YEMMAN & LIVELS A PROFESSIONS, COMPORATION ATTOMORYS & TLAW 1905 HILEN STREET FORT MORTS, TEXAS NISS AFTER RECORDING BETERN TO OFF HOMES, INC., A TEXAS CORPORATED P.D. BOX 140855, AUSTON, TRAVIS COUNTY, TEXAS Please Return to: Fidelity National Title Company 8240 N. Mopac, Suite 100 Austin. Tx 78759 OP#\_ AND RECORDED 20829531 TRIVIS COLUMN Warristy Deck (WDHI) F040\_003418

Real Estate Index Detail

Report # 742735 Requested By REBECCA LAFLURE (WEBPUBLIC)

# Document Information

Instrument#: 2008210501

Document Type: TRANSFER

Date Received: 11/09/2005 03:55:45 PM

Book Type: book\_type

Date: 10/17/2011 57:35 PM

Index Status: Permanent Index

Book: book

Image? 🗸

Page: pg

Comments:

Grantors

- COLE KEYIN W
- 2 COLE SHERYL N
- 3 MCDANIEL DEMETRIUS

Grantees

1 STOCK BUILDING SUPPLYING

### Legal Information

1 LT 2 BLK 17 LT 1 BLK 18 LT 18 19 24 AND 27 29 BLK 23 LT 1 BLK 24 LAS CIMAS SEC 1

Returnee Information

GE= \$01092

REFURN

### WARRANTY DEED WITH VENDOR'S LIEN FIDELITY NATIONAL TITLE

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

OCTOBERS, Thes

BIRENIES SERVE

Granier's Mailing Address: AMA PARKWOOD ROAD, AUSTIN, TEXAS 18722

GRADICE OFF HOMES, DIC. NTEXAS COMPOBATION

Ordnin's Melling Address: P.D. BOW HASHE AUSTIN, TRAVES COUNTY, TEXAS INTIA

Consideration: TEN AND NOTION 1510 001-receipt of which is barely assessed toget and confessed; -DOLLARS and other good and valuable consideration, the

AND THE FURTHER CONSIDERATION OF THE EXECUTION AND BELIVERY of a National even date that is the principal and market \$120,000,00 Executed by Grantee, payable to the order of STOCK BUILDING SUPPLY. INC. The Naturis recent by a Vindor St. ion remined in Stock BUILDING SUPPLY. INC. in this Deed and by a Deed of Trans of even date from Greater to METASSA W. COOPER, TRUSTER(S).

### Property (including any improvements);

LOT 2, BLOCK 17, LOT 1, BLOCK 18, LOTS 18, 19, 24 AND 27, 24, BUDGK 23, LOT 1, BLOCK 24, LAS CIMAS. SECTION ONE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 65, PAGE 86, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

# Reservations from and Exceptions to Conveyance and Warry

THIS CONVEYANCE IS EXPOSITED. DELIVERED AND ACCEPTED STREET TO AD VALOREM TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO PERSONNERS. OR GRANTEES USE OF THE SUBJECT PROPERTY, MAINTENANCES WIND LIBRE. TO PROPERTY OF UNILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY ANY AND ALL VARIOUS STREET, WAS THE OFFICE OR PLAY OF THE SUBDINISHED IN VISICA SAID REAL PROPERTY IS LOCATED, RECORDED BASEMENTS, RESERVATIONS, MONERAL ASSLIVATIONS AND LEASES, RETERRITIONS, COVENANTS, CONDITIONS, MIGHTS OF WAY RANDOWS IS DAY, AFFECTING THE MEREEN DESCRIBED PROPERTY.

Grunton, Six the consideration and subject to the venerousland from and exceptional to compressional numbers, greatly, solls, and conveys to Character the property, together with all and computer the olights and applications there is no survivial heterogeny, in here and should it to Character, Character being, character, photographics, accordance, and property to the property and Character being, character, administratory, and characteristic to an accordance and characteristic and characteristic than the property of Character and Characters, administratory, consideration, administratory and continued and confidence of the property of Character and Characters, before consultance, administratory and confidence of the property of Characters and Characters, consideration, administratory and confidence and characters are to the consultance of the consultance of the characters are to the consultance of the consultance of the characters are to the consultance of the characters and the consultance of the characters are to the characters are to the characters are to the characters and the characters are to the cha out from Conveywork and the Socraphens to Conveywork and Warranty.

The remain kinon against and aspectus dide to the property are or to its terms, at which sino this door that bearets absolute.

The said Votelink Line and Superior Title havin resided are beenly itsendered, uniquel, field to STOCK SUSLEMENT STORY, 200C., to successors and suriges, or bries and suspen, as appear nd in said Ness, without receptor on Granson

Watersty David (WDHS) 65340\_055418

When the context requires, singular nouns and pronouns include the plural. VIN W. COLE (Acknowledgment) THE STATE OF TEXAS COUNTY OF This instrument was acknowledged before me on the day of tradition. Day by KEVIN W. COLE AND SPOUSE SHERYIN. COLE AND DEMETRIUS MCDANIEL, A SINGLE PERSON. Notary Public, State of Texas Notary's Name (printed): Notary's commission expire CONSUSSION EOS AFTER RECORDING RETURN FO:
OPP HOMES, INC., A TEXAS CORPORATED
P.O. BOX 140855, AUSTEN, TRAVIS COUNTY, TEXAS
78714 PREPARED IN THE LAW OPFICE OF: BEADLES, NEWMAN & LAWLER A PROFESSIONAL CORPORATION ATTORNEYS OF LAW 1500 HULEN STREET FORT WORTH, TEXAS 76107 Please Return to: Fidelity National Title Company 8240 N. Mopac, Suite 100 Auson, Tx 78759 GF#\_ AND RECORDED 99 83:53 PT 2865216501 CHOLLESS 328 OF COUNTY CLERO
ONNA DEBENIVONA COUNTY TEXAS Warrzary Deed (WDv1) F040\_003418

## Real Estate Index Detail

Comments:

Report # 743002 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Date: 10/18/2011 10:37 AM

Instrument#: 2005210503 DocumentType: WARRANTY DEED

Date Received: 11/09/2005 03:55:45 PM **Book Type:** book\_type:

Index Status: Permanent Index Book: book

Image? ✓ Page: pg

<u>Grantors</u>

1 COLE KEVINW

2 COLE SHERYLIN
3 MCDANIEL DEMETRIUS

Grantees

DANDRIDGE LELAND G

Legal Information

1 LT 23 BLK 3 LAS ÇIMAS SEC 1

Returnee Information

SUIDBUKL

GE# 501086

RETURN

WARRANTY DEED

FIDELITY NATIONAL TITLE

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

one getonsky know

RISE GUILLER THE

2005218563

ED POUSE, SHEHYL K. COLE AND DEMEYRIUS MCDANTEL, A SINGLE PERSON.

GIL PARKWOOD ROAD, AUSTEN, TEXAS 78712

Creene LELAND G DAY BRIDGE

BOX SATION AUSTIN, TEXAS 76724 Grantwe's Misdling Au-

(\$10.00) DOLLARS and other good and valuable consideration, the Consideration TEN AND N emeige of relaids is hereby:

Property (including any improviguelate):

LOT 21, BEDICK TV. EAS CHAIS, SECTION ONE, A SUBSTITUTION ON TRAVES COUNTY, TEXAS ACCORDING TO THE MAY OR PLAY SECONDS OF TRAVES COUNTY, TEXAS

Reservations from and Exceptions to Conveyance and Warperfy;

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREN TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DISPLOYING CONVEYANCE OR GRANTS FISHS OF THE SUBJECT PROPERTY, MAINTENANCE PUND, LIENS, ZOMING ORDINANCES, DIRLITY DISTRICT ASSESSMENTS AND STANDBY FEEL IF ANY, ANY AND ALL VAND UTILITY EAREMENTS CREATED BY THE DEDICATION DEED OR MAT OF THE SERDIVISION DI VHICH SAID REAL PROPERTY IS LOCATED, RECORDED BASEMENTS, RESERVATIONS, AND LEASES. PESTERCTIONS, CONTENTS, CONSTITUNES, RECEIVED OF WAY EASINGENTS, IF ANY, APPELLING THE HEALSIN DESCRIBED PROFERTY.

Granter, the the astroideration and subject to the concrusions from and attemption is conference and warranty, grants, sells, and discoving to Granter the property, topodate with all and singular the rights and apparentment thereto in envirance following to be one and book in a Granter to them, so execution, administrative, successors, or assignmenter. Granter tenthy binds Contain and Granter's here, so execution, administrative, administrative, as an investor and investor defend all and singular the property in Granter's fact Granter's heart Contains, administrators, recovered and assigns, against every present whenever tenthely uniformly on to distort the made or any page follows: Granter in the Tentervalence from Conveyance and the Empirical to Conveyance and Warranty.

Real Estate Index Detail

Report #745006 Requested By REBECCA LAFLURE (WEBPUBLIC)

Date: 10/48/2011 10:41 AM

## Document Information

Instrument#: 2005210504

Document Type: WARRANTY DEED

Date Received: 11/09/2005 03:55.45 PM

Book Type: book\_type

Index Status: Permanent Index

Book! bcox

Image? 🗸

Page: pg

Comments:

**Grantors** 

1 COLE KEVINW

2

COLE S∺ERYL N

3 MCDANIEL DEMETRIUS

Grantees

1 SMITH GREGORY L

2 VOLPE MARZIA L

Legal Information

1 SEE INSTRUMENT

Returnee Information

FIDELITY TITLE COMPANY

PIÇK-UP

561100K

MILLAUS HISERI

2005716564

Operator and

#### WARRANTY DEED WITH VENDOR'S LIEN

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

Dar perogense, was

KENTO W. COCKENDO DE STEERYL N. COLE AND DEMETHICS NICOAMER, A SINGLE PERSON

AND THE POOR HOLD, AUSTIN, TEXAS THESE Granter's Marting Autoyal

Granne GREGORYL SKITTE AND MARCHA L. VOLFE.

Commen's Marting Address: THE REDISERPONT, AUSTON, TEXAS 19733

Consideration. TEN AND NOTICE OLD (III) --- DOLLARS and other good and valuable consulcitation, the receipt of which is handly industrial and companies.

AND THE FURTHER CONSIDERATION OF THE EXECUTION AND BELIVERY OF A HOR OF SHEE SAIR BUT is to the principal armost of MA, DA and department of Eagles, Appoint to the order of STOCK SURLIBERCY SUPPLY, INC... The Note is accurately a Vendor Limper Coff HE EXTENT OF \$20,000.00) estated in favor of STOCK SURLIBERG SUPPLY, INC. to this Deed, and Mr. a Opell of Trans of even date from Granter to MELISSA W. COOPER, TRUTTELYS!

Property (ideluting any improvements)

TRACT 1: LOT 2, BLOCK IS, LOT 1, BLOCK 17, LOT 13, BLOCK 37, LAS COMAS, SECTION ONE (1), A SUBDIVISION IN TRAVES COLDITY, TEXAS ADCORDED TO THE MAP OR PLAT RECORDED IN VOLUME IS, PAGE 88, OF THE PLAT RECORDED IN TRAVES COUNTY.

TRACT ): LOT L. LAS CIDAS, SECTION FIVE IS ACCORDING SO THE PLAT TIBLEOF RECORDED IN VOILING TO, PAGE SIE PLAT RECORDS OF TRAVELOCIDATY, TRAVES

Baservettops from and Europidees to Contexpance and Wi redity).

THIS CONVEYANCE IS EXECUTED, DELIVERED AND INCOMPRED SHEARCH TO AD VALORIM TAXES FOR THE CURRENT YEAR ROLLIACE TAXES DUR TO THIS CONVEYANCE OF CHARACTER USE OF THE SUBFICIT PROPERTY, MAINTENANCE FUND LIENS, SOWING CRIDINANCES, LITELTY BESTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND ALLIVALID UTILITY & AREASENTS CREATED BY THE DEDICATION DEED OR FLAT OF THE SUBSTYNCH RY MECH SAID BELL PROPERTY IS LOCATED, RECORDED EASEMENTS, RESERVATIONS, MANGAL RESERVATIONS AND LEASES. RESERVATIONS, OF WAY EASED STITLE ANY APPECTING THE MERCIN DESCRIBED PROPERTY

Granter, for the consideration and subject to the reservoirses from and exceptions is conjectually and anti-servoirs, grants, sells, and conveys to Granter the property, together with all and singular the regional appropriate incomes to key were belonging, to have and baild if to Granter, Granter's being, consensus, administratory appropriate in the other forms of the control being, administratory appropriate and Granter and Granter's note, concepts, administratory, administratory in Wayson and therefore defined all and singular the property to Granter and Control being, entering, administratory for the property to Granter and Control being, entering a story per the form of the first periods to the Reservoirs from Control and the Enceptions to Cut-repaires and Watersety.

The reschie's lies assessed and forms of the Enceptions to Cut-repaires and Watersety.

The render't lies against and superior with to the property are retained (TO THE EXTENT OF \$10,000.00) unjil or now described in fully paid according us its terms, at which time this dead shall became absolute.

The said Vendor's Lice and Superior Title herein retained (TO THE EXTENT OF \$20,000.00) are hereby transferred, assigned, sold and conveyed to STOCK BUILDING SUPPLY, INC., its successors and assigns, as depresented, the Payer named in said Note, without recourse on Granter. the context requires, singular nouns and pronouns include the plural. (Ackaowledyment) THE STATE OF TEXAS This instrument was acknowledged before the on the 3 day of October 100), by KEVIN W. COLB AND SPOUSE, SHEPPLN, COLBAND DEMETRIUS MCDANIEL, A SINGLE PERSON. Notary Public, State of T Notary's Name (printed): KATHY L LAGAZA CONNISSION EXPIRES December 1, 2006 otary's commission exo PREPARED IN THE LAW OPFICE OF:
BEADLES, NEWMAN & LAWLER
A PROPESSIONAL CORPORATION
ATTORNEYS AT LAW
TSOUNDLEN STREET
FORT WORTH, TEXAS 76107 AFTER RECORDING RETURN TO:
GREGORY L SMITH AND MARZIA L VOLPE
1912 REGEMENT, AUSTIN, TRAVIS COUNTY, TE
Please Return to: Fidelity National Title Company 8240 N. Mopac, Suite 100 Austin, Tx 78759 GP# AND RECORDED es 63:55 PM 2005218504 DANA DEBENIVETE COUNCY CLERK TRAVES COUNTY TEXAS Warranty Deed (WDvl) F040\_003417

> Warranty Deed (WDvl) F040\_003417

## DANA DEBEAUVOIR, COUNTY CLERK

Real Estate Index Detail

Report # 743010 Requested By REBECCA LAFLURE (WEBPUBLIC)

Date: 10/18/2011 10:43 AR

## Document Information

Instrument#: 2005210504

Document Type: TRANSFER

Date Received: 11/09/2005 03:55:45 PM

Book Type: book\_type

Index Status: Permanent Index

Book: book

lmaga? ✓

Page: pg

Comments:

Grantore

1 COLE KEVINW

2 COLE SHERYL N

3 MCDANIEL DEMETRIUS

Grantees

1 STOCK BUILDING SUPPLY INC

Legal Information

1 SEE INSTRUMENT

Returnee Information

FIDELITY TITLE COMPANY PICK-UP

501100K

2005210504

000100.000

#### WARRANTY DEED WITH VENDOR'S LIEN

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

Date OCTOBERST NOS

GRANNE NEWTO W. COLFAND SPOLSE, SHERYL N. COLE AND BEMETHIUS MCDANTEL. A STRULE PENSON

MARKWOOD ROAD, AUSTIN, TEXAS PRIZE Granier's Monting-Sidner

OTHER GRECORY'S STITT AND MARRIA IS VOLTE

- THE REGISTER ONE, AUSTIN, TEXAS 18713 Grantee's Markey Ad-

Convidention: TEN AND NOV500-(\$10,00) -DOLLARS and other good and valuable restrictments, the endplant the collected. remarge of which is horsby out

AND THE FURTHER CONSEDERATION OF THE EXACUTION AND BELIVERY OF More of ever date that is in the principal austinit of \$46.50.00 expensed by Greater, populs to the order of STOCK SCILDING SUPPLY, DVC... The Note in second by a Vendor Lime of GREEN STEET OF \$10,000.00; retained in layer of STOCK SCILDING SUPPLY, DVC. is the Cook and My a Date of Trust of overs date from Granies to MELISSA W. COOPER, TRUSTEES

Property (including any Improvement

TRACT 1: LOT 2, BLOCK 14, LOT 1, BLOCK 17, MOT 13, BLOCK 17, LAS CIMAS, SECTION ONE (1), A SUBDIVISION IN TRAVISCOUNTY, YEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 15. PAIRS HE OF THE MAT RECORDED IN VOLUME

TRACT 2: LOT 1, LAS CIMAS, SECTION HAVE IN ACCORDING TO THE PLAT THEREOF RECORDED IN

Reservations from and Exceptions to Conversance and Warredgy

THE CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTO SUBJECT TO AD VALOREM TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO THIS CONVEYANCE OR GRANTEE'S USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIENE, YOMEND ORDINANCES, UTBLITY DISTRICT ASSESSMENCY AND STANDRY FEEL IS ANY, ANY AND ALLIVALID UTBLITY GASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE RESOLVENCY AND REAL PROPERTY IS LOCATED. RECORDED EASEMENTS, RESERVATIONS, MANDRAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RECEIVATIONS, MANDRAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RECEIVATIONS OF WAY EASEMENTS IF ANY, AFFECTING THE BEREIN DESCRIBED PROPERTY

Creature, for the consideration and subject in the intervenient from and entertions to eccupying a sub-sequently, graces, sells, and convers to Creation the property, together with all and singular the right-hold paper impages thereto in any west belonging, to have and hold in the Gracion, Granter's hours, executive, administratory longitudes of regions to exercise thereby lands Creation and Granter's hours, executive, administratory, and supplement and occurre defend all and singular the property to Creation and Granter's hours, executive, administratory, and supplement with exercise defend all and singular the property to Creation and Granter's hours, executive, administratory design, applied overly person whomasters involving the following to to clears the same or any part display decouples to the astigna, agalisit overy person whos stions from Conveyance and the Enceptions to Conveyance and Warracry

The ventor's ben against and superior tide to the property sea retained (TO YHE EXTENT OF EQUIPMED) until not closerified in fielly paid according to its street, at which time this dead shall become sheature.

Warranty Deed (WDvl) F040\_003417

The said Vendor's Licu and Superior Title bencin retained (TO THE EXTENT OF \$20,000.00) are benchy transferred, subspaced, add and conveyed to SEOCK BUELDING SUPPLY, INC., in successors and easigns, or beins and assigns, nadappopriors, the Physic samed in said Note, without moneyer on Grancer. the content empires, singular sound and pronouns include the pioral. COUNTY OF THE AS This instrumers was schowledged before more the 3 any of Control of ADOT by KEVIN W. COLE AND SPOUSE SHEEP'LM, FOLDAND DESIGNATION MCDANTEL A SENGLE PERSON. Nation's Hame Grissuds Natury's commission emp SATHER, LABOUR UN COMMISSION ENPA Departure 1, 1866 PHENDED OF THE LAW OFFICE OF , STANDARD AND A LAWLER AT SOME AT THE LAW OFFICE OF , STANDARD AT SOME AT THE AFTER RECORDING NETTORN TO:
GERGORY I. SMITH AND MARIA I. VOCFE
1912 REDGERION, AUSTRA TRAVIS COLARTY, TE
PISSAS RETIEFE TO: Pidelity National Title Company 8240 N. Mopac, Suite 100 Austin, Tx 78759 GP#\_ FILED AND RECORDED dan en 2002/00% Worsey Sees (WDxC) FS40\_503917

### DANA DEBEAUVOIR, COUNTY CLERK

Real Estate Index Detail

Report # 743014 Requested By REBECCA LAFLURE (WEBPUBLIC)

## Document Information

Öate: 10/18/2011 10:44 AM

Instrument#: 2005210506 Document Type: WARRANTY DEED

Date Received: 11/09/2005/03:55:45 PM Book Type: bcok\_type

Index Status: Permattent Index

Image? ✓

Page: pg

Comments:

Grantors COLE KEVINW

2 COLE SHERYL N

3 MCDANIEL DEMETRIUS

Grantees

DANDRIDGE LELAND G

Legal information

1 LT 2 BLK D CRYSTALBROOK SEC 1

Returnes Information

FIDELITY TITLE COMPANY PICK-UP

501094/61

MICHIGATHANSI "

2005210996

GB# 101894

### WARRANTY DEED WITH VENDOR'S LIEN

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

OME OCTOBERNE HOS

Germor KEVIN W. COLENNE POUSE, SHERVE N. COLE AND BEMETHIUS MCDANGEL, A BINGLE AND DAL MATERIA TENAS TE PERSON

Gruntor's Mailing Address

CHARLES OF BANDRIDGE

Cream's MENTAL ANGERS STOP WELLINGTHE BRIVE, AUSTIN, TEXAS 18723

Consideration: TEN AND NEW 100 1510.001 recept of which is hereby author/second and conference. -DOLLARS and other good and valuable contributions, the

AND THE FURTHER CONSIDERATION OF THE EXECUTION AND BELIVERY of a Note of even date than in the principal amount of \$122,475,60 dynamically Gouden, to yet the sender of \$100K BUILDING SUPPLY, INC. The Note is secured by a Popular's Logarity of Entent OF \$28,000.00; resigned as Sover of STOCK BUILDING SUPPLY, INC. in this Ocea, and Market of Even of France of even date Scott Grander to MEXASSA W. COOPER, TRUSTHE(S).

Property (including any improvements)

LOT THE BLOCK TO CRYSTAL BROOK, SECRED YOUR A PUBLICATION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN MARRIAGE IN, WAT RECORDS OF TRAVIS COUNTY, TEXAS.

Reservations from and Exceptions to Canveyonce and

THIS CONVEYANCE IS EXECUTED, DRUVERED AND ACCOUNTS STREET TO AD VALOREM TAXES THIS CONVEYANCE IS EXECUTED, DISLIVERED AND CONTROL SYMPLET TO AD VALUE IN TAXON FOR THE CURRENT VEAR ROLLBACK TAXES DUE TO THE CONVEYANCE OR GRANTERS VIS OF THE SUBJECT PROPERTY, MAINTENANCE FIRST LIPING ZONERO CREATED BY THE DEDICATION DEED OR PLAT OF THE SUBDIVISION IN VERY LAID REAL PROPERTY IS LOCATED, RECORDED EXSEMBNTS, RESERVATIONS, MORES, R. RESERVATIONS AND LEASE. RESERVATIONS, CONDITIONS, RESERVATIONS, MORES, R. RESERVATIONS, APPECTABLY IS RESERVATIONS, APPECTABLY IN PROPERTY IN THE PROPERTY OF HEREIN DESCRIBED PROPERTY.

Greater, for the consideration and subject to the reconstruct from and exceptings to planty-state against sensory, grains, solit, and movings to Greaters the property, tragistics with all and singular the highest equilibration thereto in any situation for the subject to the property of the subject to the property of the subject to the property of the force, as extension, behavioration, and administration, and administration, and publicationary, we would not be subject to the property to Greater and Greater's facts, estimated a find publication of subject to the subject

The vendor's increasable and experies shill so the property we residend (TO THE EXTENS OF SOLOTION) to be described in fully paid exceeding to its series, at which since this deal shall become abundance. loit outly

The said Visidor's Line and Superior Title hereis reasonal TO THE EXTENT OF \$10,000.00) and remigned, wild said conveyed as \$TOCK BUILDING SUPPLY, DIC., its assessment and earlight, or as appropriate, the Payer needed in said Now, without recourse on Greater

Workland Dreed (WD+U) FD40\_003474

"After the content requires, singular score and presques include the planal. KEYIN W. COLE SHERYL N. CONE (Acknowledgment) THE STATISHE THEAS This tensuscess was advocated by before the on the 11 day of 07 follow 201, by KEVEN W. COLE AND SPOUSE SHEETEN ONE AND DENGETRIUS MEDIANES, A STOCKE PERSON. Noney Pulls, shoe Noney's Name Spin Young's commission Mary Longith PREPARED IN THE LAW OFFICE OF: BRANKER NEWMAN & LAWLER PROPERTURAL CORPORATION ATTOMORYS KT LAW LOST INCLES STREET FORT WORTH, TIDLAS 14407 PICHER RECORDING RETURN TO LEANING DANDEDGE PICHER SHE WAS THE SHEET AND THE PICHER SHEET SHEET AND THE PICHER SHEET AND THE PICHER SHEET SHE Fidelity National Title Company 8240 N. Mopac, Suite 100 Austin, Tx 78759 GP# FILED AND RECORDED 0 per es 20 :50 PM 2002:0555 SHE COOKET CLESS Wichelly Gold (WD+0) #040\_003414

### DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/18/2011 10:45 AM

Real Estate Index Detail

Report # 743016 Requested By REBECCA LAFLURE (WEBPUBLIC)

## Document Information

Instrument #: 2005210508 Document Type: TRANSFER

Date Received: 11/09/2005 03:55:45 PM Book Type: book\_type

Index Status: Permanent Index Book: book

Image? ✓ Page: pg

Comments:

Grantors

COLE KEVIN W

2 COLE SHERYL N3 MCDANIEL DEMETRIUS

Grantees

1 STOCK BUILDING SUPPLY INC

Legal Information

1 LT 2 BLK D CRYSTALBROOK SEC 1

Returnee Information

FIDELITY TITLE COMPANY PICK-UP

501094/LM



2005210686

GE# 101694

#### WARRANTY DEED WITH VENDOR'S LIEN

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

DAK OCTOBERAL TOS

CHARGE KEVEN W. COCE AND DEVICE SHERVE N. COLE AND DEMETRIES MCDANIEL, A SINGLE PERSON

Origin's Making Address: AME RARKWOOD ROAD, AUSTIN, TEXAS 78721

Grimes: LELAND OF DANDRIDGE

Granion's Mailing Address: 6591 WILLIAMETTE DRIVE, AUSTIN, TEXAS 78723

Considerenton: TEN AND NOT00 \_\_\_\_\_\_ (\$60,00) \_\_\_\_ DOLLARS and other good and volumble consideration, the receipt of which is hereby action-larged and confessed;

AND THE FURTHER CONSIDERATION OF THE EXECUTION AND BELIVERY of a None of even date that is in the principal amount of \$172,075 the dependency Granice, psychic to the order of \$TOCK BUILDING SUPPLY.

INC... The Note is received by a Vender's Lieu. (TO THE EXTENT OF \$20,000.00) resided in favor of \$TOCK BUILDING SUPPLY, INC. in this does and by a Dodi of Trust of even date from Granice to MELISSA W. COOPER, TRUSTER(S).

Property (including any improvements)

LOT COUNTY THE NAME OF PLAT RECORDED IN YOUTH AS PROPERTY THE ASSESSMENT OF THE MAP OF PLAT RECORDED IN YOUTH SEPARAGE 25, PLAT RECORDS OF TRAVES COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Wattracty.

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED STRIPLT TO AD VALOREM TAXES FOR THE CURRENT YEAR ROLLBACK TAXES DUE TO THIS CONVEYANCE OR GRANTEES USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIERS SONING DELIVENCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND ALL WALD UTILITY EASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE SUBDIVISION IN WHICH SAD REAL PROPERTY IS LOCATED, RECORDED EASEMENTS, RESERVATIONS, MINERAL RESERVATIONS AND LEASES, RESTERVITORS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS, IF ANY, AFFECTING THE HEREIN DESCRIBED PROPERTY.

Grantor, for the consideration and stripes to the reservations from and exception to convey thee and warranty, graen, sells, and conveys to Grantor the property, together with all and singular the rights and improve there in any was belonging to have and hold if to Grantor to fire. Grantor heirs, executors, belonging to the conveys there are decided to Grantor to the convey person whomson or lawfully claiming or to claim the same to any part therefol, except us to the Reservations from Conveyance and the Europeanse to Conveyance and Warranty.

The vendor's lien egaless and superior ride to be peoperty are retained (YO THE EXTENT OF \$20.00) unit curb note described is fully paid according to its terms, at which time this does shall become absolute.

The said Vendor's Lien and Superior Title havein relations (TO THE EXTENT OF \$20,000.00) are interjet transferred, understanding sold and conveyed to STOCK BUILDING SUPPLY, INC., its reconstruent and assigned, or bette and purposes as appropriate, the Proper named in said Note, without recourse on Granton.

Warrency Dend (WDNS) F040\_903414

s, singular nours and pronouns include the plural. (Acknowledgestat) Notary Public, San Notary's Name (prin Notary's commission LEAND G. DANDRODGE
SEA WELLIAMETTE DRIVE AUSTIN, TRAVIS
CONSTRUCTION STATES

STY NATIONAL TIME Company
II, Tx 78759 Prepared in the Law Office of: Beadles, Newman & Lawler Aprofessional corporation attorogeys at Law 390 Hillen Street Aort Worth, Texas 76107 AND RECORDED 2006210506

#### DANA DEBEAUVOIR, COUNTY CLERK

Real Estate Index Detail

Report 743301 Requested By REBECCA LAFLURE (WEBPUBLIC)

### Document Information

Date: 10/18/2011 02:14 PM

Instrument #: 2008208459 Document Type: HOME EQUITY LOAN

Date Received: 10/27/2006 12:38:29 PM Book Type: book\_type

Index Status: Permanent Index Book: book lmage? ✓ Page: pg

Comments:

Grantors

1 COLE KEVINW

2 COLE SHERYL NELSON

Grantees

1 JPMORGAN CHASE BANK

Legal Information

LT 6 BLK BIDELWOOD SEC 1 4304 PARKWOOD RD AUSTIN TX 78722-1120

Related Documents

1 2008071540 0 REL

Returnee Information

NATIONAL CLOSING SOLUTIONS 3825 ATHERTON RD ROCKLIN CA 95788

HE LIEN 2006208459 Parcel # 9 PGS 21-81107060000 Prenared By: JAMES M GAY 250 W. Hurau Ro Ca Record and Return Address ACCOMODATION ONLY National Closing Solutions 1672-1608 3925 Atherion Rd. Reference # 062720819320 Rocklin, CA 95765 Servicing # 00447822188234 Attn: Recording Dept TEXAS HOME EQUITY OPEN-END DEED OF TRUST THOMESTEADY (Securing Future Advances) THIS DEED OF TRUST SECURES AN EXTENSION OF CREDIT OF THE TYPE DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE POLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. THIS DEED OF TRUST is made on October 13, 2006 . The trustor le KEVIN W COLE and WIFE, SHERYL NELSON COLE whose address is 43/14 PARKWOOD RD, AUSTIN, TX 78722. The trustee is James L. Robortson Toustee"), whose address is 10333 Richmond Avenue, Suite 850, Houston, TX 77042 The beneficiary is JPMorgan Chass Bank, N.A. whose address is 1111 Polaris Parkway, Columbus, OH 43240 ("Lender") or its successors or assingers. Any notices and correspondence to the Lander oursushing to Section 12 bessenbbs ad bluods C/O Chase Home Finance LLC, 250 West Human Road, P. O. Box 93764, Clayeland, GH 4411 In this Deed of Trust, the terms "you," "your and "yours" refer to the Inustor(s). The terms "we." oun atten you brue to the Lender. TXLCDTH (Rov. 05/21/05) Pege t of 9

-	5 5 5				
/	$\wedge$				
/					
/					
1					
	Purplant to a Home Equit	of ine of Court Annual	mant dated the werns	form on this Clearl of Tour	("Annamant")
VOM	may incur maximum unpaid i				
	e po ter the maderium principal o				
Òti	e Hundred Fifty Seven Thou	sand Five Hundred	and 00/100		Dollars
or t	3 (\$ 157 580.00) The ribert on Orsober 27 30 or element of the property of the series	ge . You agr erms of the Agreeme untres are advanced th	se that this Deed of Tri of Including, without iin one is any principal sur	ust shell continue to eac; station, such sums that a n outstanding under the /	ire all aums now are advanced by Agreement. The
	des hereto intend that this Dec under the Agreement.	to at Trust shell secu	e unpaid belences, an	d all other emounts due	to us hereunder
inte you of the	This Deed of Trust securities of referencings, referenced and this Deed rest, edvanced under this Deed recoverants and agreements are debt, you irrevokably grant also, the property located in	tensions and modificated of Truet to protect ander this Deed of Tr	tions of the Agreemen the security of this Dr ust and the Agreemen	t (b) the payment of all a sed of Trust and (c) the t. For this purpose and	other sums, with parformance of in consideration
elte	ched hereto and made a part	Surant Ashipir Timenark	. County, Texas, and a	more fully described in E	shibit A. which is
	4 PARKWOOD RD. AUSTIN		sa more commonly to	780-7 400.	
25963	3. Antitoso ite. neglin.	(Propo	erty Address*);		
*Pro	TOGETHER WITH all the urtenances, and fixtures now ered by this Deed of Trust. All operty' does not include any p 16, Section 50(a)(8)(H).	or havester a part of the foregoing is a	of the property. All re efemed to in this Dead	placements and addition of Trust as the "Property	ns shall elso be y." However, the
	YOU COVENANT that you way the Property and that the fa and generally the title to the Pro-	roperty is unenquiryb	erest execute for ancum	brances of record. Your	warrant and will
Vn	I AND WE covered and some	a on follows:			

 Payment of Principal, interest and Other Charges, You shall key when due the principal of and interest owing under the Agreement and all other charges due hereunder and due under the Agreement.

Application of Paymenta. Unless applicable law provides otherwise all-payments received by us under the Agreement and Section 1 shall be applied by us as provided in the Agreement.

3. Prior Deed of Trusts; Charges; Lions. You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Deed of Trust, including your occenants to make payments when due. You shall pay all taxes, assessments, charges, these and impositions starbutable to the Property which may attain priority over this Deed of Trust or any edyance under this Deed of Trust, and leasehold payments or ground rants, if any. Upon our request, you shall promptly formship to a all notices of amounts to be paid under this section and receipts evidencing any such payments, you make directly. You shall promptly discharge any iten (other than a lian disclosed to us in your application or brany title report we obtained) which has priority over this Deed of Trust or any advance under this Deed of Trust.

Тю, сотн

Page 2 of 9

We specifically reserve to current and our autorescors and essigns the unitetant right to require, upon notice, that you gay to us on the day monthly payments are due an amount aqual to one-twelfth (1/12) of the yearly texes, and assume particles (including condominium and planned unit development assessments, if any) which may attain priority over this best of Thust and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and modification, all as we reasonably estimate initially and from time to time, as allowed by and in sociopends with applicable lary. Unless this Deed of Trust ceases to be subject to Texas Constitution Article 16, Section 50(a)(f), as destimated in Section 24(a), the funds paid under this paragraph will not be security for the Agreement and will be upon 50 us by the ourpose for which paid.

4. Hazard insurance of Vie NOTIFY YOU THAT YOU ARE REQUIRED TO OG SO, YOU SHALL KEEP THE PROPERTY INSURED AGAINST LOSS by fire, hazards included within the term "extended coverage" and any other hazards, tribuding abods an flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods, shart we require. You may choose any insurance shall be maintained in the insurance is required, you may Furnish the insurance through existing Policies you own OR CONTROL OR YOU MAY FURNISH THE INSURANCE THROUGH EXISTING POLICIES YOU OWN OR CONTROL OR YOU MAY BUY EQUIVALENT INSURANCE COVERAGE THROUGH ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS. If you maintain include a standard mortigaged clause. If we require it, insurance policies and fernivals shall be ecceptable to us and shall include a standard mortigaged clause. If we require, you that Discriptly give us all incesipts of past premiums and renewal notices. If you feel to maintain coverage as required in this selection, you authorize us to obtain such soverage as we in our sole discretion delermine appropriate to protect our interest in the provisions in Section 6. You understand and agree that any coverage are burchese may cover only our interest in the Property and may not cover your interest in the Property or any personal property therein. You also understand and agree that the premium for any such insurance may be higher than the promptly herein. You also understand and agree that the premium for any such insurance may be higher than the property of not promptly do so.

Insurance proceeds shall be applied to residue or repair the Property Sameged, if restoration or repair is economically teasible and our security would not be lassened. Otherwise, insurance proceeds shall be applied to sums secured by this Deed of Trust, whether or not then due, with any excess paid to you. If you shendon the Property, or do not answer within 30 days our notice to you that the inegrer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums begund by this Deed of Trust, whether or not then due. The 30-day period will begin when notice is given. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments or change the executor of monthly payments. If we security the Property at a forced sate following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

You shall not purmit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property

5. Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You shall be in default if any forfeiture action or proceeding whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the sen created by this Deed of Trust or our security intenst. You may cure such a default as provided in Section 17, be causing the ection or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Deed of Trust or our security intenst. You shall see be in default if you, during the loan application process, gave materially false or inaccerate information or statements to us (or failed to provide us with any material information) in connection with the loan evicences by the Agreement, including, but not limited to, representations concerning your occupancy of the Property, and whether it is your homestead or principal residence. If this Deed of Trust is on a leasehold, you shall comply with the lease, if you acquire testifie to the Property, the leasehold and fee filte shall not marge unless we agree to the marger in writing.

тиссотн

Page 3 of 9

- 8. Protection of Our Rights in the Property. If you fail to perform the coverants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect our rights in the Property such as a proceeding in bankruptcy, probate, for condemnation or forfaiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Deed of Trust or any advance under the Agreement or this Geed of Trust, appearing in court, paying reasonable alterneys' fees, paying any sums which you are required to pay under this Deed of Trust and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this section. Any amounts we pay under this section shall become additional debts you take and shall be accured by this Deed of Trust. These amounts shall bear interest from the disbursement date at the gate stabilished under the Agreement and shall be payables, with Interest, upon our request.
  - 7. Instaction. We pray enter and inspect the Property at any reasonable time and upon reasonable notice.
- 8. Condemnation. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby easigned and shall be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you tall to respond to us within 30 days after the date the notice is given, we are authorized to context and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to physical that extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the enfount of euch payments.
- 9. You are Not Released Fortsearance by Us Not a Walver. Extension of time for payment or modification of amortization of the sums sequed by this Deed of Trust granted by us to any of your successors in interest shall not operate to release your liability of the liability of your successors in interest. We shall not be required to commence proceedings against any successor in interest, refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of only demand made by you or your successors in Interest. Our forbearance in exercising any right or ramedy shall not walve or preclude the exercise of any right or ramedy.
- 10. Successors and Assigns Bound; John and Seyaral Ljability, Additional Signers. The covenants and agreements of this Deed of Trust shall bind and benefit your successors and pamilited assigns. Your covenants and agreements shall be joint and several. Anyone who signs this Deed of Trust but does not execute the Agreement:

  (a) Is signing this Deed of Trust only to mortgage, grant and convey such person's interest in the Property or to comply with requirements of Texas isw. (b) Is not personally obligated to pay the Agreement or sums secured by this Deed of Trust, and (c) agrees that we and anyone also who signs this Deed of Trust may agree to extend, modify, forbear or make any accommodations regarding the terms of this Deed of Trust or the Agreement without such person's consent.
- 11. Loan Charges. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other team 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 solicided from you which exceed permitted limits will be refunded to you. We may choose to make this refund by peducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.
- 12. Notices. Unless otherwise required by isw, any notice to you provided four this freed of Trust shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us. Unless otherwise required by tew, any notice to us shall be given by first class mail to our address extend above or any other address we designate by notice to you. Any notice provided for in this Deed of Trust shall be deemed to have been given to you or us when given as provided in this section. However, if you are giving us a notice duration to Section 24(d), the notice is not effective until actually received by us.

Paga 4 of 8

TXLCDTH

12. Governing Law, Severability. The extension of credit secured by this Deed of Trust is governed by federal law and Onlo law. If any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict enail not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

- 14. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all aums secured by this Deed of Trust. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Deed of Trust.
- 15. Sale of Agreement: Change of Loan Servicer. The Agreement or a partial interest in the Agreement (together with this Deed of Trist) may be sold the or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable lew. The notice will state the name and address of the year Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.
- 16. Hazardous Substances. Yet shall not reuse of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or In the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Deed of Trost, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petrolaum products, toxic pesticides and her following substances: gasoline, kerosene, other flammable or toxic petrolaum products, toxic pesticides and her following substances: gasoline, kerosene, other flammable or toxic petrolaum products, toxic pesticides and her following substances; materials containing substances or formaldehyde, and radioactive materials. As used in this Deed of Trust, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
- 17. Acceleration; Remèdies. You will be in default if (1) any payroent required by the Agreement or this Deed of Trust is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; (3) you take any action or fall to take any action that adversely affects our security for the Agreement or any right we have in the Property; or (4) you are in default under Section 13 of the Agreement. If a default occurs, we will give you notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 20 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property in compliance with requirements of the Texas Constitution governing forecours of home equity extensions of credit. We waive demand, presentment, notice of intention to accelerate (that is, to require immediate payment in full of all sums secured by this Deed of Trust), notice of acceleration and all other notices, except as otherwise provided in this Section 17. If the default is not cured on or before the date specified in the notice, we may, at our option, require immediate payment in full of all same secured by this Deed of Trust by judicial proceeding of, after securing a judicial order as required by the Texas Constitution, direct the Trustes to exercise the power of sale TXLCOTH

under this bleed of Trust. We will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 17, including, but not limited to, attorney's fees assessed by a court and costs of title evidence.

If we invoke the power of sale, we or Trustee must give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. We must mail a copy of the notice of sale to you in the manner prescribed by applicable law. Sale shall be made at public auction between the hours of 10 a.m. and 4-print on the first Yugaday of the month. You authorize Trustee to sell the Property to the highest bidder for cash in one or more passeds and in any order Trustee determines. We or our designee may purchase the Property at any sale to credit against the secured indebtedness.

Trustee shall deliver to the purchaser's Trustee's deed conveying Indefeasible title to the Property with covenants of general warranty from you. You covenant and agree to defend generally the purchaser's title to the Property against all claims and demands. The recitats 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' fast; (b) to all sums secured by this Security Instrument; and (c) any excess to the person of persons legally entitled to it.

If the Property is sold pursuant to this paragraph 17, you or any parson holding possession of the Property through you shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, you or such person will be a tenantial sufference and may be removed by writ of possession.

- 18. Release. Within a reasonable time after payment of all sums secured by this peed of Trust, we shall release this Deed of Trust without charge to you. You shall pay any recordation costs, if YOU ACCEPT A RELEASE OF THIS DEED OF TRUST, YOU WILL WAIVE ALL PORFEITURE RIGHTS UNDER TEXAS CONSTITUTION ART. 18, SECTION 50(a)(B) WITH RESPECT TO THE EXTENSION OF GREDIT SECURED BY THIS DEED OF TRUST.
- 19. Bubatitute Trustee. We may, at our option and with or without cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereinder without necessity of any formality other than our written designation. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
  - 20. Time of Essence. Time is of the essence in each coverant of this Deed of Trust.
- 21. Mailing Addresses. Your mailing address is the Property Address. Trustee's mailing address is the eddress stated on page 1 of this Deed of Trust.
- 22. Discontinuance of Enforcement. Notwithstanding our acceleration of the sums secured by this Deed of Trust under the provisions of Section 17, we may, in our sole discretion determine, discontinue any proceedings begun to enforce the tarms of this Deed of Trust.
- 23. Walver. No waiver by us at any time of any term, provision or covenant contained in this Deed of Trust or in the Agreement secured hereby shall be deemed to be or construed as a waiver of any other term, provision or covenant or of the same term, provision or covenant at any other time.
  - 24. Provisions Related to Texas Constitution Art. 16, Section 50.
- (a) Limitation by Texas Constitution. The parties intend to comply fully with all requirements of the Texas Constitution. Therefore, if any provision of the Agreement or this Deed of Trust is finally determined to violate the terms of Texas Const. Art. 16, Section 50(a)(6), 50(e)-(i), or 50(t), that provision will be automatically deemed modified or stricken so that the Agreement and this Deed of Trust comply with the Texas Constitution. Furthermore, if it is finally determined that any provision that was not included in the Agreement or this Deed of Trust must have been facilised in order to comply with the terms of Texas Const. Art. 16, Section 50(a)(6), 50(e)-(i), or 50(i), that provision will be automatically deemed to be included so that the Agreement and this Deed of Trust comply with the Texas Constitution.

  TXLCDTH

(b) Monrecourse. Notwithstanding any provision of this Deed of Trust to the contrary, if the open-end extension of credit secured by this Deed of Trust (the "Line") is made while Texas Const. Art. 16, Section 50(a)(6) is in affect, the obligations under this Deed of Trust are made without recourse to other assets of any owner of the Property, utiless the extres or pwner's spouse obtained the extension of credit by actual fraud. If the Line is made at a time when Texas Const. Art. 16, Section 50(s)(6) is not in effect due to the terms of Texas Const. Art. 16, Section 50(j), then the obligations under this Deed of Trust are made with full recourse to all parties. If you or any person or entity acting on your direction or with your knowledge or consent gives us any information that is materially false, misleading, of inaccurate in connection with the loan application process or the documents executed in connection with the Line, that act constitutes actual fraud under this paragraph.

(c) Certain Discipance. You and we agree as follows: (1) You have not been required to apply the proceeds of the Line to ready another arebit except a debt secured by the Property or debt owed to another lender. (2) You have not assigned wages as security for the Line. (3) You may rescind the Line within 3 days after closing. (4) You have not signed any instrument in which tranks, were left to be filled in. (5) You have not signed a confession of judgment or power of attorney to the lander or to a third person to corress judgment or to appear for the owner in a judicial proceeding. (6) We have, at the time of diosing, provided you a copy of all of the documents signed by you related to the Line. (d) Forfeiture of Rrincipal and Interest. We shall forfelt all principal and interest of the Line if we fall to comply with our obligations under the Line within 60 days after we receive written notice of our failure to comply, unless we remedy that failure as provided in Texas Constitution Art. 18, Section 50(a)(6)(Q)(x). (e) In Case of inapplicability of Art 48, Section 50. If for any reason the Property at any time is not your homestead, then the flen of this Dead of Trust will continue to be effective for all purposes, but the requirements of Art. 16, Section 50(a)(8) will cease to apply to the Agreement or this Dead of Trust. In that case, paragraphs (a) through (d) of this Section and the final sentence of Section 3 of this Deed of Trust will be deemed stricken from this Deed of Trust, together with any other provision of this Deed of Trust or any other document related to the Agreement which relates specifically to complying with the requirements of Texas Constitution Art. 16, Section 50(a)(6), 50(e)-(j), or 50(t). 25. Riders to this Deed of Trust. If one or more riders are executed by you and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this beed of Trust as if the rider(s) were a part of this Deed of Trust. [Check applicable box(es)] Condominium Rider শ্বিγFamiliy Rider Other(s Pienned Unit Development Rider

TXLCOTH

Page 7 of 9



9		
ridef(s) executed by you and recorded with it.	the terms and covenants contained in this Deed of Trust and in a  /	ny
	Much Nelm Cale	
	Name: WIFE, SHERYL NELSON COLE	
6	Ogont:	
	earne:	1
STATE OF TEXAS )		
The foregoing instrument was acknowledged before by KCVIA W. COLO +	Hatroha	26
	Notary Public	59
TXLCOTH TXLCOTH	Page 8 of 9	5
		33

Order No. 17-224251

## EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF TEXAS, COUNTY OF TRAVIS, CITY OF AUSTIN, AND AS DESCRIBED AS FOLLOWS:

LOT 5, BLOCK B. DECWOOD SECTION ONE, A SUBDIVISION IN THE CITY OF AUSTIN, TRAVIS COUNTY, AEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 4, PAGE 253, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2006 Oct 27 12:38 PM 2005208459

ESPINOZAC \$48.00

DANA DEBERUVOIR COUNTY CLERK

TRAYES COUNTY TEXAS

LEGAL STORES

### DANA DEBEAUVOIR, COUNTY CLERK

Real Estate Index Detail

Report # 743021 Requested By REBECCA LAFLURE (WEBPUBLIC)

<u>Document Information</u>

Date: 10/18/2011 10:45 AM

Instrument #: 2008230831 Document Type: DEED OF TRUST

Date Received: 12/01/2006 03:09:11 PM Book Type: book\_type

Index Status: Permanent index

Image? ✓

Page: pg

Image? ✓ Page: pg
Comments:

<u>Grantors</u>

COLE KEVIN W

COLE SHERYL N

2

1

Grantees

STATE BANK

2 CAPSTAR LENDING

3 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Legal Information

BLK 3 4161 WILDWOOD ROAD AUSTIN TX 78722 PT OF LT 21 & 22 BLK 3 WILSHIRE WOOD SEC 3

Related Documents

1 2009134927 D NONE REL

Returnee Information

STATE BANK P O BOX 826 LA GRANGE, TX 78943

After Recording Mail To: State Hank dba Capstan Landing ATTN: Post Closing Dept. P.O. Bex 826 La Grange, TX 78945

Prepared By Robertson & Anschutz 10333 Richmond Avenue, Suite 550 Houston, TX 77042 2005238631

DEED OF TRUST

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

Long No. 9106110303 MIN No. 1004074-0000002049-4

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.

"Security Instrument" means this document, which is deted November 28, 2006, together with all Riders to this document.

"Borrower" is Kevin W. Cole and Sherykn. Cole, husband and wife. Borrower is the grantor under

(B) "Borrower" is Kevin W. Cole and Sheryl N. Cole, husband and wife Borrower is the grantor under this Security Instrument.

(C) "Lender" is State Bank dba Capstar Lending. Lender is a State Chartered Bank organized and existing under the laws of the State of Texas. Lender's address is 202 West Colorado, La Grange, TX 78945. Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is Sam Urso. Trustee's address is 202 West Colorado, La Grange, TX 78945.

(B) "MERS" is Morigage 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 had an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (838) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated November 28, 2006. The Note states that Borrower owes Lender Four Hundred Seventeen Thousand Dollars U.S. 5417,000.00) plus interest, Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 01, 2036.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Property" means the property that is described only."

(H) "Lord" means the debt evidenced by the Note, plus interest, any preparament charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following -No Riders Required-

TEXAS-Single Family-Faunie Mac/Freddle MacUNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - sicmers.cx - Rev. 09/14/2005 (Page 1 of (3 pages)

"Applicable Law" 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.

(K) Companity Association Days Forces

(K) Companity Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Dorrower or the Property by a condominium association, homeowners association or

charges thur are imposed on Borrower of the Property by a condominant and a transaction originated by check, draft, or signifiar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape of at to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not initiated to, point-of-sale transfers, automated teller machine transactions, transfers initiated by talephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Hems" mean those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third narry inflecthan insurance proceeds paid under the coverages described in Section 5) for: (i) damage

by any third party (ether than insurance proceeds pald under the coverages described in Section 5) for: (i) damage to, or destruction of, the property; (ii) constraination or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnations of (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insulance" means insurance protecting Lender against the nonpayment of, or default on, the

Loan.

Loan.

(P) "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. §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 regulation 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.

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.

### TRANSFER 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: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; Forthis purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Travis:

See Exhibit "A" attached bereto and made a part hereof for all purposes

which currently has the address of 4101 Wildwood Road, Austin, TX 78722 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property. 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 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, burnow limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby copy eyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of records

TEXAS-Single Family-Pannie Mac/Freddie Mac UNIFORM INSTRUMENT PORT JU44 1/01 (R&A) RA0149900 - sicmers tx - Rev. 09/14/2006 (Page 2 of 13 pages)

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby copyreyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrance record

TEXAS-Single Family-Panale Mac/Freddle Mac UNIFORM INSTRUMENT Porth 3044 1/01 (R&A) RA0149900 - sicmers tx - Rev. 09/14/2006 (Page 2 of 13 pages)

Borpower warrants and will defend generally the title to the Property against all claims and demands, subject to any engumbrandes of record.

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

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

INIFORM 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 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 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 of more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or easther'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 deemed received by helder 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 in 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 purpose payment or partial payments in the future, but Lender is

Lender may accept any payment or partial hayment 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 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 Section in 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 seceived 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.

Any application of payments, insurance proceeds, or Miscellaneous Broceeds 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 "Punds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Insument as aften opencumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any, (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums if any, or any sums payable insurance required by Lender under Section 5 and (d) Mortgage Insurance premiums in any or any sums payable insurance required by Lender under Section 5. by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums, it any, or any styris 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 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 Juprish 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

TEXAS-Single Family-Fanale Mac/Freddle Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - siemeratx - Rev. 09/14/2006 (Page 3 of 13 pages)

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 Item. Borrower shall promptly hunds 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 maxwaive Borrower's

TEXAS-Single Family-Fanale Mac/Freddle Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - signers ex - Rev. 09/14/2006 (Page 3 of 13 pages)

obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing firthe 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

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 Berrow Items directly, pursuant to a warver, and Borrower fails to pay the amount due for an Escrow Item. Lender may accesse 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 house given in accordance with Section 15 and, upon such revocation, Borrower shall pay to beguet all Punds, 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 efinder RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the ampunt 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 shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall apply the Funds to pay Borrower interest on the Funds and Applicable Law permits Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender shall not be required to pay Borrower interest on the Funds. Lender shall give to Borrower and Lender can agree in writing, however, that jutered shall be paid on the Funds. Lender sh

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.

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, Teachold 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 lieh 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 item which can extain 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 may 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 created on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but nor limited to, earthquakes and cloods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What I ender 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,

TEXAS-Single Family-Famale Mac/Freddle Mac UNIFORM INSTRUMENT Form 1044 1/01 (R&A) RA0149900 - signars.ux - Ray, 09/14/2006 (Page 4 of 13 pages)

including, but not limited to, earthquakes and floods, for which Lender requires insurarice. 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 entire.

TEXAS-Single Formity-Famale Man/Freddle Mac UNIFORM INSTRUMENT Form 1044 1/01 (R&A) RA0149900 - sigmers.ux - Rav. 09/14/2006 (Page 4 of 13 pages)

which right shall not be exercised unreasonably. Londer may require Borrower to pay, in connection with this Lan, alther, (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination 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 maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender-option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverages shall cover Lender, but might or might not protect Borrower, Borrower's entiry 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 discursed by Lender 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 certificates. If Lender robta

additional loss payee.

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. Utiless 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 Lawrequires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower shall not be paid out of the insurance proceeds. Feas 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

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 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount notice 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 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: Befrower 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

TEXAS-Single Family-Famile Mas/Freddle Muc UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - sigmess. Lx - Rev. 09/14/2006 (Page 5 of 13 pages)

beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections: Befrower 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

TEXAS-Single Family-Famile Mas/Freddle Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - sigmets ux - Rev. 09/14/2006 (Page 5 of 13 pages)

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 play 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 are distoration.

Ender of 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 our prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Lorin Application. Borrower shall be in default if, during the Loan application process. Borrower or any persons or entitles acting at the direction of Borrower or with Borrower's knowledge or consent

8. Borrower's Lean Application. Borrower shall be in detault it, during the Loan application process. Borrower or any persons or entitles 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 confection 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 falls to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect! ender'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 epairing 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 (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 incors no kability 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 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 this shall not merge unless Lender agrees to the

merger in writing.

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 Insurance 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 sustantially equivalent to 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 separately designated payments that were due when the insurance coverage coased 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, notwithstanding 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 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 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 of making the Loan and Borrower was required to make separately designated payments toward the practiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, on to

TEXAS-Single Family-Panele MacFreddie Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - sicmers.cx - Rev. 09/14/2006 (Page 6 of 13 pages)

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 on to

TEXAS-Single Family-Pausic Mac/Freddie Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - sigmers.cx - Rev. 09/14/2006

provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with apy 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 protection.

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 affiliation any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as a pertion of Borrower's payments for Mortgage Insurance, in exchange for sharing

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 pertion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurance risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurance risk in exchange for a share of the premiums paid to the insurare, the arrangement is often termed "captive reinsurance." Parthers

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Lord. 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 first affect the rights Borrower has — if any — with respect to the Mortgage Insurance under the Hometowners Protection act of 1998 or any other law. These rights may include the right to receive certain disclosures to remove and obtain rancellation of the Mortgage

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 mearped 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.

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 bender's security is not lessened. During such repair and restoration period, Lender shall have the right to fiold 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 prompth. 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 Security Instrument, whether or nor then due, with the excess, if any, paid to Borrower.

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 of 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 neid to Borrower. 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 around 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.

TEXAS-Single family-Fanote Mar/Freddie Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - aicmers 14 - Rev. 09/14/2006 (Page 7 of 13 pages)

sums secured immediately before the partial taking, destruction, or loss in value, unless Borfower 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.

TEXAS-Single Family-Famile Mac/Freddie Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - siemers 1x - Rev. 09/14/2006 (Page 7 of 13 pages)

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing

Party (as the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as the property 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 Mischianeous 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.

Borrower stall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, build recall the 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, resistant as provided in Security Instrument. Borrower can cure such a default and, if acceleration has occurred, resistant as provided in Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property or pichts 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 Miscertaneous 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's Not Released, Respectance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument proceeds in Interest of Borrower or to refuse to estand time for payment or conditions of amortization of the sums secured by this Security Instrument by readon play demand made by the original Borrower or any Successors in Interest of Borrower or land to the property instrument of the property of the pr

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 tolcharge 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 necessited

If the Loan is subject to a law which sets maximum loan charges, and that layers thatly, 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. 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 warres 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 be accepted.

be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Bottower when mailed by first class mail or when actually delivered to Bottower's notice

TEXAS—Single Family—Faunle Mac/Freddie Mas UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - signers, bx = Rev. 09/14/2006 (Page 8 of 13 pages)

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 actually delivered to Borrower's notice addressed sent

TEXAS—Single Family—Fauele Mac/Freddle Mas UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - sigmets, bx = Rev. 09/14/2006

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 notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in comment on 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 haw requirement will satisfy the corresponding requirement under this Security Instrument.

Lender until actually required by Lender. It 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 contained in 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 allow the parties for 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 conflict shall not affect other provisions of this Security Instrument or the Note 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 or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument or the Note and of the Security Instrument.

17. Borrower's Copy. Borrowes shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Inferent in Borrower. As used in this Security Instrument.

19. Borrower's Copy. Borrowes shall be given one copy of the Note and of this Security Instrument.

19. It is the Property' means any legal or beneficial interest in Borrower. As used in this Security Instrument, the Intent of which is the transfer of the by Borrower, a funtre date to a purchaser.

If all or any part of the Property or property or property including, but not limited to, those beneficial interests transferred in a bord for deed, contract for deed, installment sales contract or escrow agreement, the Intent of which is the 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 the 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 feinstatement sums and expenses in one or more of the following forms, as selected by ender: (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) Electionic 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 18. 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 Borroyer. A

TEXAS-Single Family-Famule Man/Freddle Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - sicmers.ux - Rev. 09/14/2006 (Page 9 of 13 pages)

as if no accoleration 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 Borroyce. A

TEXAS-Single Family-Facule Mas/Freddic Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - sicmers.tx - Rev. 09/14/2006 (Page 9 of 13 pages)

safe might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due safe 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 natice 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 otherwise provided by the Note purchaser.

Neither Horrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the prember 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 18) of such alleged breach and afforded the other party hereto a reasonable period after the giving absuch 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. 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.

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 Hammable 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 jurisdictlop 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

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. (h) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of frelease 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 Povironmental Law.

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 Povironmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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 failure to cure the default on my before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and 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 actice,

TEXAS-Single Family-Family Mac/Freddie Mac UNDFORM INSTRUMENT Form 3044 1/01 (R&A) RAU149900 - sicmers.tx - Rev 09/14/2006 (Page 10 of 13 pages)

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 actice,

TEXAS-Single Family-Famile Mac/Freddle Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RAU149900 - Sicmors.tx - Rev 09/14/2006 (Page 10 of 13 pages)

Lenger at its option may require immediate payment in full of all sums secured by this Security Instrument

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 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.

Hender myokies the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the reduce at least 21 days prior to sale as provided by Applicable Law. Lender shall make copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale myst 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

Trustee shall deliver to the purchaser Trustee's deed conveying indefensible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's fittle to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the ruth 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 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. 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, 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 that 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.

25. 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 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 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 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-Romestead 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 primarily secured by the vendor's lien retained in the deed of eyen 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.

TEXAS-Single Family-Panale Mac/Freddle Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - sicmers.tx - Rev. 09/14/2006 (Page 11 of 13 pages)

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 primarily secured by the vendor's lien retained in the deed of eyen 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.

TEXAS-Single Family-Panale Mac/Freddle Mac UNIFORM INSTRUMENT Form 3444 1/01 (R&A) RA0149900 - sicmers, tx - Rev. 09/14/2006 (Page 11 of 13 pages)



Owelty of Partition.

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 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, liens and remedies securing the original holder of a note evidencing Borrowei'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.

Acknowledgement of Cash Advanced Against Non-Homestead Property.

and extension of the indebtedness.

Acknowledgement 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(3)(0) 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 of such Loan will be modified to evidence the correct Loan balance, at Leader's option. Borrower 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. (Seal) -Borrower (Seal) -Borrower

TEXAS-Single Family-Family Mastreadic Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0149900 - sigmets, Lx = Rev. 09/14/2006 (Page 12 of 13 pages)

This instrument was action wiedged before me on NO	J. 200 2, by Kevin W. Cole and Sheryl
N. Cole	Notary Public
Welker Molinare  State of the last of the	Printed Name My Commission Expires:
	^
TEXAS-Single Family-Paunite Moot reside Mar UNTFORM INSTA (R&A) RA0149900 - according - Rev. 09/14/2006 (Page 13 of	UNIENT BAND 3044 1/81

RESIDENT "A"

FIREPROTE DESCRIPTION OF 1,542 SQUARE FRET OF LAND, BEING A PORTION OF COTS 25-AND 22, BLOCK 3, WILSHIRE WOOD, SECTION THREE, A SUBDIVISION IN LOTS 25-AND 27, BLOCK 3, WILSHIRE WOOD, SECTION IMMEE, A SUBDIVISION IN TRAYS COURTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4 MACE 254-OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ASL OF THE SECREPH TRACT 3 CONVEYED TO THE TON CARTER LIVING TRUST BY DEED RECORDED AND CONVEYED TO ALSO BEING THAT CERTAIN TRACT OF LAND CONVEYED TO ALL MEDASOLESS AS DESCRIBED IN VOLUME 850 PAGE 460 OF THE DEED RECORDS OF TRAVIS/COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY ARE US AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 right jun-upd found at the east common corner of Lots 5 and 6. Block 2, Witshine Woods Seafur One, equitotivision in Travis County, Texas, according to the map or plat thereof recording in Millore & Page 153 of the Pial Records of Travis County, Texas, and being the norm corner of that certain Tract 3 conveyed to the Tom Carter Living True by deed recorded in Documents No. 2006036015 of the Official Public Records of Travis County, Texas, and being the north somerly that certain tract of fand conveyed to Li., NicCarcitios as bescribed in Volume 580 Figure 460 of the Deed Records of Travis County, Texas, and being a county in the west too of 1 and 2. Place 2 system Wood, Section Three, a subdivision in Travis County. Texas, accordingly, the place of the Deed Records of Travis County. Texas, accordingly, the page 254 of the Pial Records of Travis County. Texas, and being the ports porter and PLACE OF BEGINNING of the Berein described tract.

THERE E crossing the infector of sugh Covi2 with the east line of said from Center Living Fourities or his being the east line of and McCaprines tract. 5 16 day 26 42" E at 67.38 it, passing a 15 tech input pipe found in the communitie of said Lot 22 and of Lot 21 of said Block 3. Western Wread Section Three, and beforeing 71 38 it, mare along the same course across the interior of said Lot 21 for a total distance on the dourse of 38.74 ft. to a to inch ron rod fourie each passic day impressed pith: Carson, and ft. of a common angle point of said Lot 21 and of Let 14. Resolutionalism of Lot 8. Section 2. A vitable Wood Sec. 1 and Lot 9 and Part of Lat 10, Block 3. Withhire Whole Section 2. a subdivision in Eraws Courte. Texas, according to the map or plat the world recorded a Volume 17 Pages 20 of the Plat Records of Travia. Courty, and noting at the south corner of said from Carter Living Trava spect.

THENCE with the common line of said Lote bit and 21 M of day 25' 43' W at 11.47 ft. seesing a 15 inch you pee sat with plantic cap incrinted with "Hor Carpto, pre." at the northeast common corner of said Lot 8A and of Lot 8A of said Resolutionary at 21 ft. Block 3, Wishere Wood Sac. 1 and Lot 6 and Part of Lot 10, Histor II, Wishers Wood. Setting a projectioning along the safet country 74.45 ft. more, for a total distance on this country of 8.18 ft. to a political the east common corner of said Lot 6 and of Lot 7 of said Block 3rd Righting Wood Section One and being the recet westerly corner of said Sociandees back, and thing an angle politic of 98 ft fig.t.

THENCE with the common line tend Lot 22 and said Lot 8 M 0 dec 18 cg 2 50 co n to the PLACE OF BEGINNING containing 1.542 square feet of land

FILED AND RECORDED

METICIAL PUBLIC N

700 policy E Com B1 83 88 90

GLENGTHEN MEN NO

OR DESIGNAVOER COUNTY CLARE TRANSIC COUNTY FERRE

or was fluid to be spalespeer by the how and commonwe was made to be conference for the experiment, discounted popul, as, All Market and additions and changes were proved as the four for automorphism to find and recorded.

# DANA DEBEAUVOIR, COUNTY CLERK

Real Estate Index Detail

Report # 743045 Requested By REBECCA LAFLURE (WEBPUBLIC)

## Document Information

Date: 10/18/2011 11:06 AM

Instrument#: 2008230892 Document Type: DEED OF TRUST

Date Received: 12/01/2606/03:09:11 PM Book Type: btok\_type

index Status: Permanent index Book: book book brook Page: pg

Comments:

Grantors

COLE KEVIN W

2 COLE SHERYL N

Grantees

1 ENCORE BANK

### Legal Information

3 SLK 3 4101 WILDWOOD ROAD AUSTIN TX 78722 PT OF LT 21 & 22 BLK 3 W-LSHIRE WOOD SEC 3

### Related Documents

1 2007046178 0 TRF 2 2008088333 0 REL

# Returnee Information

ENCORE BANK
NINE GREENWAY PLAZA, STE 1000
HOUSTON, TX 77048

03-617550-WM

RECORDATION REQUESTED BY:

WHEN RECORDED MAIL TO:

ENCORE BANK, A Federal Sevings Association ENDORE BANK

onway Plaza. Sy TX 27045 Nine Gre

2086238632

8 865

SPACE ABOVE THIS LINE IS FOR RECORDER & USE ONLY

Loan Number: 0162462429

#### DEED OF TRUST

THIS DEED OF TRUST is dated November 28, 2006, among Kevin W Cole and Sheryl N Cole, whose address is 4101 Wildwood Road, Austin, TX 78722 (Greator'); ENCORE BANK, A Federal Sevings Association, whose address is ENCORE BANK, Nice Greenway Place, Suite 1000, Houston, TX 77046 (referred to below sometimes sa "Beneficiary"); and L. Anderson Creel, whose address is P. O. Box 670847, Houston, TX 77257-0847 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Granton conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or autosequently erected or atfixed buildings, improvements and fixtures; and all generates, rights of way, and applicateness; all water and water rights; and all other rights, royalties, and profits selecting to the real property, including without limitation such gights as Grantor rape have in all minerals, oil, gas, geothermal and similar matters. It has "Real Property") located in Travis County, State of Texas:

See Exhibit "A" attached hereto and being made a part hereof

The Real Property or its address is commonly known as 4301 Wildwood Road, Austin, TX 78722.

Grantor haroby absolutely assigns to Lander lake known as Beneficiary in this Dead of Trise) all of Grancor's right, side, and inserest in and to all present and future letters of the Property and all Roots from the Property. In publicity Grantus grants to Lander a Uniform Commercial Code security Interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY. IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND ISLESSIFUSIONAL OF ANY AND ALL ORLIGATIONS UNDER THE NOTE, THIS MELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GREEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deep of Finish Charger shall pay to Lendor all amounts secured by this Deed of Triest as they become due, and shall strictly and in a timely manner sections of Grantor's obligations under the ficial, this Deed of Trust, and the Related Documents.

VENDOR'S LIEN. The debt evidenced by the Note is in part or total payment of the pychane price of the Property; the debt is secured by both this Deed of Trust and by a vendor's ison on the Property, which is apprecally retained in my Seed by the Property to Grantor. This Deed of Trust does not waite the vendor's fee, and she two liens and me rights created by this instrument analysis conjunctive. Lander may seed to response under either of the liens without waiving the other or may forecome under both. The good Toperell's the ventor's feel is retained in incorporated into this Dead of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grance squase that Grance's possession and larger two Property shall be governed by the following provisions:

Presentian and Use. Until the occurrence of an Event of Dateuit, Grantor may (1) ren une, operate or manage the Property; and (3) collect the Rents from the Property. in in passassing this central of the Property: (2)

Duty to Maletain. Grantor shall maintain the Property is good condition and promptly parlane necessary to preserve its value.

Compliance With Environmental Lewis. Crantor represents and warrants to Lender that: (1) Ording the purject of Chartor's ownership of the Property, theirs had been no use, generation, manufacture, storage, treatment, disposal, released to the disposal released polyges of any Hezerdoun Substance by any person on, under, about or from the Property; (2) Grancor has no knowledge of or getting to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (a) any breach or vigiting of 500 EREPS pomental Lewis. been, except as previously disclosed to end acknowledged by Lender in writing. Iall any breach or vigition of 504 Efficience of any use, persistent, manufacture, storage, treatment, deposal, release or threatened relates of ank Hasterdala Substance on, under, about of from the Property or Ici any actual or threatened bigation in claims of any link by any person relating to such makers: and (3) Except as proviously disclosed to and acknowledged by feeder in writing. Isl maked treater not any tenant, contractor, agent or other substance of the Property shall use, generate, manufacture, given, train, dispose of or referes any tenant, contractor, agent or other substance of the Property and (b) any such activity shall be computed in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Oraque such class and its agents to enter upon the Property to make such inspections and costs, at Greater's expense, at Lander in Applicable federal and compliance of the Property with this section of the Dead of Trust. Any inspections or costs and defend a plant or the pert of Lander in Granter or as any

The representations and warrenties contained herein are based on Grantso's due diligence in investigating the Property for stances. Granter haraby (1) releases and waters are future claims against Lander for Indemnity or contribution in the hypomes liable for cleanup or other costs under any outh lews; and (2) agrees to indemnify and hold harmless Lander Cus <u>Sec</u>stances interfaint end bit claims, leasons in other costs blook and seventes and (2) agrees to independ and hold between the content of suffer of suffer of the costs of the section of the best of the costs which Lender may directly or indirectly sustain or suffer office of the costs of this section of the best of the costs of the provision of the Cautter's ownership or interest in the Property, whether or not the same was or should a bean section to Disnitor. The provisions of this section of the Deed of Trust, including the obligation to indemnity, their survive the least of the judghts does not the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be effected by Lander's published in the Property, whether by foteologically of otherwise.

Newspace. Where: Graphy State not better, conduct or permit any nulsance nor commit, permit, or guillar any stripping of or waste on or to the Property or any attribut of the Property. Without feeting the generality of the foregoing, Grantor will not remove, or grant to any other party the rightent reprints. Any synthety means including all and gast, deal, day, scorie, soil, gravel or rock products without Lender's prior written consent. This reprints will not apply to righte and essentences feach as gas and oill not owned by Grantor and of which Grantor has informed Lender to written grant to garden to garden a signing of the Dead of Trust.

Removel of Important and Craptor shall not Gandish or family say improvements from the Real Property without Lander's grior written consent. As a condition to the remove them, because may require Grantor to make arrangements sutilifactory to Lander to represent such improvements with microvements with microvements. Lender to represent the Forey.

Conder's Right to Enter. Lander and Conderia agents and representatives may enter upon the Read Property at all resecceble times to attend to Lander's interests and to inseriginfie Real Property for purposes of Grantor's compliance with the terms and conditions of this Dead of Trust

Compliance with Governmental Regimements. Grantor shell promptly comply with all laws, ordinances, and regulations, now or horselver in effect, of all governmental authorities applicable to the deep or occupancy of the Property. Grantor may contest in good faith any such tew. ordinance, or regulation and writinois compliance during any proceeding, including appropriate appeals, so long as Grantor has natified Lender in writing prior to doing so and to juring as, in Lender's sole opinion, Lender's interests in the Property are not juriped. Lender may require Grantor to post adequate applicitly pris spretty-bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to against a spave unettended the Property. Grantor stall do all either acts, in addition to those acts set forth above in this section, which toom the improvement use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lander they, at Lander's prince, pecture immediately due and payable as sums secured by this David of Trust upon the sale or trensfer, without Lendor's prior written consent, of all or any pain of the Real Property, or any interest in the final Property. A "sale or trensfer" means the conveyance of Real Property or any right, title or inserest in the Real Property; whether legal, beneficially or equitable; whether victoriary or involuntary; whether by garright sale, deed fractioners are contract, and contract, contract for deed lesshold interest with a term greater than these (3) years, jess applied conveyance of an interest in the Real Property. In any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Londor if such asserties is probabled by Anderes lawfor by Veres law.

TAXES AND USNS. The following provisions relating to the taxes, and items for the Property are part of this Deed of Trust:

Payment. Gramor shall pay when due (and in all events plan to deligatement) at taxes, special taxes, essessments, sharges linchiding writer and sewer). Since and inscarrions levind equinat or on adequate of the Property, and shall pay when due all claims for work done on or for services rendered or massful funished to the Property. Grange shall prepartly the Property free of all liens having princips over or advants to the interest of Landar under this Does of Trust, except for the lienting indebtedness referred to below, and except as otherwise provided in this living of Trust.

Right to Contest. Grantor may withhold payment of any tax, exsequent, or Claimy is connection with a good falls dispute over the obligation to pay, so long as Lender's interest in the Property is not population. If a fast arises or is filed as a result of nonpayment, Grantor shall within filteen 115t days after the Jan arises or. If a fan is find, within filteen 115t days after Grantor has potics of the hing, secure the discharge of the flan, or if requested by Lander, deposit with Lander open or a sufficient corporate surety bond or other security satisfactory to Lander in an amount sufficient to discharge the lien plus any costs and conder's reasonable attorneys' tees, or other charges that could accrue as a result of a foreclosure or sale under the ferr. In any contest, firence held defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name taffets as an additional obliges under any surety bond turnished in the contest of consecuence. furnished in the contact proceedings.

Evidence of Payment. Granter shall upon demand lumish to Lander satisfactory evidence of payment of the taxes or assessments and shall sutherize the appropriate governmental official to deliver to Lander at any time a written statement of the taxes and assessments against the Property. the Property.

Notice of Construction. Grantor shall notify Lander at local littern (16) days before any work is commenced, say services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialsmen's item, or other figor could be essented on account of the work, services, or meterials. Grantor will upon request of Lender furnish to Lender astronomers assurance sessionactory to Lender that Granton can and will pay the cost of such improvements

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part opinio Deed of Trues

Melintenance of Insurance. Gramor shall procure and maintain policies of fire insurance with exanders extended countage Mentanance of insurance, and with a standard mortgages clause in fever of Lender, together with such hither forms and public insurance of any consurance clause, and with a standard mortgages clause in fever of Lender, together with such hither found and publicly insurance as Lender may reasonably require. Policies shall be written in form, amounts, severages and basis resectably acceptable to Lender. Scanton May Full to the REQUIRED INSURANCE WHETHER THEOLOGY AUTHORISED TO OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE CONTROLLED BY GRANTOR OR TEXAS. If Grantor talks to provide any required insurance or fails to contribute to the contribute of the con force. Lender may, but she't not be required to, do so at Grantor's expense, and the cost of the insurance of the social indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the dozon of the equivalent insurance through any insurer authorized to baneous business in Texas. Grantor, upon request of Lender will observe that the policies or certificates of insurance in form tentelectory to Lender, including attoulations that observed will **Decision** will mounts

Koan No: 0162452429

### DEED OF TRUST

Concessed on diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endoppement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantot or any gate person. Should the Real Property be incested in an area designated by the Director of the Enderst Emergency Management Agency as a special fixed hazard area, Drantor agrees to obtain and maintain federal Fixed Insurance, if aveilable, within 45 days after notice is given by Cander that the Property is located in a special flood hazard area, for the full unpaid principal betance of the loan and any prior items on the property assumption by the maintain such insurance for the term of the loan.

Apparently of Proceeds.) Grantot shall promptly notify Lender of any location delays designed by Cander delays of the loan.

Appearation of Proceeds.) Granter shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Granter selection receives and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any law affecting the Property. It Lander elects to apply the proceeds to restoration and repair, Granter shall repair or replace the demanded or septroved improvements in a manner setuplated to the proceeds to restoration and repair, Granter shall repair or replace the demanded or septroved improvements in a manner setuplated to Lander. Lender shall, upon satisfactory proof of such expenditure, pay or related to Granter from the proceeds for the reasonable boat of repair or restoration if Granter is not in default under this Decil of Today. Any proceeds which have not been disbursed within 180 days effor their receipt and which Lender has not opministed to the repair or restoration of the Property shall be used for the pay any amount owing to Lender under this Deed of Trust, then to pay accurated interest and the requester of any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in but of the indebtedness, such proceeds shall be paid to Granter's interests may appear.

Compliance with Extends indefinedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions pontained by the distrement evidencing such Existing Indebtedness shell constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance payable or loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that popular of the proceeds that payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantly failt (b) to keep the Graperty free of all taxes, liens, accurrity interests, ancumbrances, and other claims.

(B) to provide any required insurance on the Gragerty. (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially stock and or interests in the Property, then Lender on Grantão's behalf may, but is not required to, take any action that Lender believes to be supportant to protect Lender's interests. appropriete to protect Lendar's interests.

WARRANTY: DEFENSE OF TITLE. The following provisions relating to countriship of the Property are a part of this Deed of Trust:

Title: Grantor waterants that: (a) Grantor holds good and merketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth for the Seed Property electricism or in the Existing Indebtedness section below or in any title incurence policy, title report, or finel title opinion is pushed in favor of, and accepted by, Lander in connection with this Deed of Trust, and (b) Grantor has the full right, power, and euthority to exacute and deliver this Deed of Trust to Lander.

Defense of Title. Subject to the exception in the paragraph above, Grantge wereigns and will forever defend the title to the Property against the lewful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interact of Truste or Lender under this Deed of Trust, Grantor shall defend the action's Grantor's expense. Grantor may be the cominal party in such proceeding, but Londer shall be entitled to participate in the preceding and to be represented in the proceeding by coursel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lander such instruments as Londer may request from time to time to permit such perticipation.

Compliance With Laws. Grantor watrants that the Property she Grantor's use of the Property complian with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantof has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in this force and effect until such time as Grantor's indebtoliness is paid in full. Indebtedress is paid in full.

EXISTING INDESTEDNESS. The following provisions concerning Existing Indebtedness: are a part of this Doed of Trust:

Existing Lies. The tien of this Good of Trust securing the Indebtedness shall be subordinitie to the lien necuring payment of an existing obligation with an ecopute number of \$108110303 to State Bank dis Capetar Landing described as: Doud of Trust dated November 28, 2008. The existing obligation has a current principal balance of approximately 417,000.08 applies in the original principal amount of \$417,000.00. The obligation has the following payment terms: \$2,500.13 per Month. Strange expressly coverents and agrees to pay, or set to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments avidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any managened deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended or senewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender. written consent of Lender.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, Judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is tiled. Granter shall promptly notify Lender in religing, and Stanta shall promptly take such steps as may be necessary to defend the action and obtain the award. Granter may be the hominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by coupel of the own Choice, and Granter will deliver of cause to be delivered to Lendes such instruments and documentation as may be requested by Lender from time to permit such perticipation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are heregy physician decided to Lender, and if all or any part of the Property is condemnated by environs domain, proceedings or the any proceedings or by shy proceedings or by shy proceedings or by shy proceedings or the award to applied to set indeptageness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after physical reasonable costs, expenses, and effortneys fees incurred by Trustee or Lender in connection with the condemnation.

Joan Nor 0162462428

#### DEED OF TRUST (Continued)

Page 4

SECURITY A GREAMENT; FINANCING STATEMENTS. The following provisions relating to this Dead of Trust so a security agreement are a period and Open of Tuber:

Security Agreement. This Instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as emercial from time to time.

Lipon request by Lendar. Granter shall take whetever action is requested by Lendar to perfect and continue Lender's Security interest: In the Personal Property. In addition to recording this Dead of Trust in the real property records, the dark may and pathod from the personal Property. In addition to recording this Dead of Trust in the real property records, Lender may, at any time and pathod furness, sufficient from Granter, the executed counterparts, copies or reproductions of this Dead of Trust as a financing statement. Granter shall relate the personal Property from the Property. Upon default, Granter shall essemble any Personal Property not afficient to the Property in a manner and at a place reasonably convenient to Granter and make it evaluable to Lender within three 151 days are and partition default from Lender to the extent permitted by applicable law.

Addresses. The making addresses of Greater (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained teach as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust. Deed at Trust.

FURTHER ASSURANCES; ATTORNEY NEAST. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust

Further Assurances. At apy time, and Juan time to time, upon request of Lender. Granter will make, execute and deliver, or will cause to be made, executed or determined to be upon the case may be at such empty designer, and when requested by Lender, peuse to be filled, recorded, refreed, or rerecorded, so the case may be, at such empty and of such mortgages, deeds of trust, security deeds acquirity epirechants, financing atterments, continuation statements, instruments of further assurance, estiticates, and other documents as may, in this soje opinion of Lender, be necessary or destrable in order to affectuate, complete, perfect, continue, or preserve (1). Granter's Edigettons Granter state, the bead of Trust, and the fielders Depuments, and (2), the leans and security interests created by this Open by Toyst on the Property, whether now owned or hereafter required by Granter. Unless prohibited by law or Lender agrees to the contrary in writing. Granter shall relimburate Lander for all costs and expenses incurred in connection with the matters referred to in this peragraph

Atterney in Fact. If Grentor talk to do any of the things referred to in the preceding paragraph, Lender may do so far and in the name of Grentor and at Grentor's expense. For such purpose of making, executing, delivering, filing restricting, and duling as other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to a the preparation paragraph.

PULL PERFORMANCE. If Granter pays at the indebtodords when dud and otherwise performs all the obligations imposed upon Granter under this Deed of Trust. Lander shall execute and deliver to Granter a referee of this Deed of Trust lies and element of termination of any financing systemate on file evidencing Lander's security energed in the flexis and the Personnel Property. However, it is agreed that the payment of all the indebtodorses and performance of such obligations shall not territorial this Deed of Trust unless the Seas and interests created burstly are refered by Lender by a proper recordable instrument. Any filing fast required by level shall be paid by Granter. If permitted by applicable

EVENTS OF DEFAULT. At Lender's option, Grantor will be in deletit under this Deed at Aruss If any of the following happens

Payment Default. Granter fails to make any payment when one underests independences.

Break Other Promises. Granter breaks any promise made to Depter or Jets provided in this Deed of Trust or in any agreement related to this Deed of Jets form promptly at the time and strictly in the manner

enter se Compilance Dafault. Failure to cumply with any other term, obligation, of ion contained in this Dead of Truet. The Blots or Inany of the Related Documents.

Default on Other Payments. Fallors of Grantor within the time required by this Dage of TRIThip make my payment for taxes or incurance. or any other payment necessary to prevent liking of or to affect discharge of any

Fishe Statements. Any representation or statement made or furnished to Lander by Grants: or all Grants's behalf under this Dayd of Trust or the Related Documents is false or misleading it any material respect, either now of at the light mode or furnished.

Detective Collegentation. This Dayd of Trust or any of the Related Documents, ceasebyte basis fulf force and effect (including failure of any collegent document to create a valid and perfected security interest or lien) at the sing set for yet reason.

any collected document to create a valid and perfected ecounty interest or lien) at any liend and for yet, reason.

Death or fine-branch . The death of Grancer, the incohvency of Grancer, the appointment of a repetitor for the branch of predicts, any type of creditor workout, or the commendation, git any operating under any branching or predicting under any branching under any branching or predicting under any branching un assignment for the banafit of creditors, any type of creditor workout, or the commen interivency lavra by or against Grantor.

Taking of the Property. Any creditor or governmental agency may to take any of the Property of any other of Express's property in which Lander has a lien. This includes taking of, gambining of or lavying on Gramor's accounts with blinday. However, if Granter disjuncts in good faith whether the claim on which the taking of the Property is based to valid or responship, and if Granter giggs Lander written notice. of the claim and furnishes Lender with monies or a surety band selfetory to Londer to satisfy alls yether yetault provision will not apply

Breach of Other Agreement. Any breach by Granter under the terms of any other agreement beforeign Chanter and Lander that is not remarked within any grees period provided therein, including without limited any agreement concerning any existingness or other obligation of Granter to Lander, whether existing new or later.

Events Affecting Guarantor. Any of the preceding events occurs with rescent to any guarantor, endorser, surface, or accommodation party dies or becomes incompatent, of revokes or disputes the indebtedness or any guarantor, endorser, surface, or eccummodation party dies or becomes incompatent, of revokes or disputes the weighty of, or liability under, any Guaranty of the indebtedness. In the avent of a deeth, Lander at its option, may, but shall not be required to, permit the gueranter's estate to meanine unconditionally the obligations arising under satisfectory to Lender, and, in doing so, ours any Event of Default. the goodson IN EM anner

insecurity. Lander in good falth believes itself insecure.

Loan Nov 0162452429

#### DEED OF TRUST (Continued)

Page 5

Extrong indebtedness. The payment of any installment of principal or any interest on the Existing indebtedness is not made within the time required by the promiseory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any sopticable grace period in such instrument, or any suit or other action is commenced to foreclose any existing tion on

South to Cure All any delault, other than a default in payment is cureble, it may be cured if Gramor, after receiving written notice from Lapder deprending trace of such default: (1) cures the default within twenty (20) days; or (2) If the cure requires more than twenty (20) days, jump distely inimises steps which Lander deams in Lander's sole discretion to be sufficient to cure the default and thereafter legitoring yidenceses as noce as esnellamos equipore or metalther agers yrecresson bas eldenceses (legiting and countries)

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Daed of Trust, at any time thereafter, Trustee or Lender may

exercise any has of more of the following lights and remedies:

Eaction of more of the following lights and remedies will be cumulative and may be exercised alone or together. An election by Lendar to choose any one-record will not be tender from using any other remedy. It tender decides to spend money or to parform any of Granton's obligations under this Deed of Dust, after Granton's failure to do so, that decision by Lendar will not affect Lendar's right to decide Granton's default and to exemple the material in the decides.

Accelerate Indebtedness. Lender may beckers the unpaid principal balance of the Indebtedness due and payable. In no event will Granzer be required to pay any unearned interest

Foreclassine. If Lender Invokes the power of sale, Trustes, at the request of Lender, may soll all or any portion of the Property at public suction to the highest bidger for carriest the receipt mithin the counthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the counthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, area that Tuesday of any month, after the Trustes or he agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as the amended.

UCC Remadies. With respect to all or any page of the Personal Property. Lander shall have all the rights and remedies of a secured party under the Unilorn Commercial Code

Collect Ranta. As additional security for the payment of the indebtedness, Grantor hereby absolutely essigns to Lender all Rents as defined in the Dafinitions section of this Daed of These. Until the occurrence of an Event of Default, Grantor is granted a license to collect and retain the Rents; however, upon receipt from Lender, on a notice that an Event of Default exists under thus Dead of Thust, Lender may terminate Granter's license, and then Lender, or Grantor's against only collect the Ranta. In addition, if the Property is vacant, Lender may ram or tease the Property. Lender shall not be belief for its failure to rent the Property, to collect any Rents, or to exartise diligence in any metter relating to the Rants; Lender shall be accountable only for Rents accusily received. Lender neigher has nor assumes any obligation as lesses or landlord with respect to any occupant of the Property. Pents so received shall be applied by Lender first to the remaining unpelled obtained on the residue. legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers trustee to call all or any portion of the Property togother or in lots or parcols, as Trustee may deam expedient, and to execute and deficer to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of lee simple title, or of lesser extends, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shell Trustee be required to exhibit, present or display at any such sele any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to trustee the sale shall receive the purchase price to trustee the sale shall receive the purchase of the Property, and such person shell not be bound to look after the spolication of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to project and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receiverable, application indebtodness. The receiver many serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whather or not the apparant value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall part disquality a person from serving as a receiver.

Tenancy at Eufference. If Gremor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes antitled to possession of the Property upon details of Grentor. Greator shall become a tenant at sufference of Lender or the purchases of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse a surrender possession of the Property upon demand, the purchases shall be entitled to institute and maintain the statutory action of forcible entity and detailed and procure a written throughout and Chapter expression which all demands a surrender and Chapter expression which all demands a surrender and Chapter expression which all demands a surrender and Chapter expression of the Property and detailed and Chapter expression and the property and detailed and Chapter expression of the Property and detailed the control of the Property and the Property and detailed the control of the Property and the Propert thereunder, and Grantor expressly weives all damages sustained by reason thereof.

Balle of the Property. To the extent parmitted by applicable law. Granter hereby waives any and all rights to have the Property marshalled. In axarclaing its rights and remodes, the Trustee or Lander shall be tree to sell all or any portion of the Property Trustee may convey all or said or the property Trustee may convey all or say perfect of the Property Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding francer, subject to prior liters and to other exceptions to conveyance and warranty. Granter waives all requirements of apprehenent, if any. The hidder of any parson having knowledge of the facts to the affect that proper notice as required by the Texas Property Code was given shall be retime facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice of many convergence to the purchaser of the Property in any toroclosure sais under this Dead of Trust shall be prime facie evidence or the property in any toroclosure sais under this Dead of Trust shall be granted by this Dead of Trust shall be a parasitual bar against Granter's helps a successive. The property is any sails under the representatives.

Proceeds. Proceeds shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the flee, posting for sale, selling, or releasing the frozenty, (b) then to Lender the full smount of the Indobtedness. It then to any amount required by law to be paid before payment to Grantor, and (d) tha balance, if any, to Gramor.

Attorneys' Foos: Expanses. If the Indebtodness secured by this Dood of Trust is referred for collection effect default to an expensive root Lander's satisfied amployee, Grantor will pay all amounts Lander socially facurs as court costs and Lander's reasonable attorney. if Lander torocloses on any Property, Grantor agrees to pay any reasonable less or charges paid to any Trustoe in connegmon what newly, when deposited with a nationally recognized property of the edgresses shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. Only property of the notice is to change the person's address. Unless otherwise provided or equipped by left, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantons. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscottenages provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Fusia and in the Related Documents is Granton's entire agreement with Lender concerning the metters covered by this Deed of Trust. To be effective, any change or affective to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or smandprent.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes unly and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or ectete overted by fulls Deed of Jrust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written abnaent of Lender.

Governing Law. This Doed of Trust will be governed by federal law applicable to Lander and, to the extent not preempted by federal law, the laws of the State of Toxas without regard to its conflicts of law, profigions. This Doed of Trust has been accepted by Lander in the the laws of the State of Texas without regard to its conflicts of State of Taxes.

Cholco of Venue. If there is a lewsuit, and if the transaction evidenced by this Dood of Trust occurred in Trevis County, Grantor agrees upon Lander's request to submit to the jurisdiction of the courts of Trevis County, State of Texas.

Joint and Several Liability. All obligations of Grantor under this Dead of Frust spett be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Dead of Trust.

No Walver by Lander. Grantor understands Lander will not give up any of Lander's rights under this Dead of Trust unless Lander does so in writing. The fact that Lander delays or omits to exercise any right will not mean that Lander that given up that right. If Lander does agree in writing to give up one of Lander's rights, that does not mean Grantor will not/have to/comply with the other provisions of this Dead of Trust, Grantor also understands that if Lander does consent to a request, that does not mean Lander will be required to consent to any of Grantor's future register. Grantor waiters to one or more of Grantor's requests, that does not mean Lander will be required to consent to any of Grantor's future register. Grantor waites presentment, demand for payment, protest, notice of dishoner, notice of intent to accelerate, and notice of application.

Severability. If a court flots that any provision of this Deed of Trust is not velid or should not be anleged, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforced the provisions of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and incurs to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with retargate to this Died of Trust and the indebtadness by way of forbestence or extension without releasing Grantor from the obligations of this Ded of Trust callebility under the indebtedness

Time is of the Essence. Time is of the assence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding any party against any other party.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Sensificiary. The word "Beneficiary" meens ENCORE BANK, A Faderel Sevings Association, and its successors and associa-

Borrowar. The world "Borrower" means Kavin W Cole and Sharyl N Cole and includes all co-signers and co-makers aighting the Note.

Loan Nov 0182462429

#### DEED OF TRUST (Continued)

Pegs 7

their sugaresapra and assigna.

Dead of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantur, Lender, and Trustee, and includes without limitation all assignment, and Accurity interest provisions relating to the Personal Property and Rents.

Epshonprental Jaws. The words "Environmental Levre" mean any and all state, federal and incal statutes, regulations and ordinances feloping to the protection of human health or the environmental including without limitation the Comprehensive Environmental Response. Companyation, and Libiting Act of 1980, as amended, 42 U.S.C. Section 9801, at seq. ("CERCLA"), the Superfund Amendments and Respitotion Act, of 1980, Pub. L. No. 98-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1001, at seq., the Respitor Conservation and Recovery Act, 42 U.S.C. Section 8801, et seq., or other applicable state or federal laws, rules, or regulations adopted purplicing therein.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Dead of Trust in the events of default section of this-Refed of Trust.

Existing Indebtedness. The Words "Existing Indebtedness" mean the Indebtedness described in the Existing Clans provision of this Dood of

Granter. The word "Granter" prices Main W Cole and Sheryl N Cole.

Guaranty. The word "Granter" means the guaterny from guaranter, andorser, surety, or accommodistion perty to Lender, including without limitation a guaranty of all outsits of the Note.

Hazardous Bubetanoas. The judge "lezardous Substances" mean meterials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or page a present or potential hererd to human health or the enveronment when improperly used, treated, stored, disposed oil generated, menufactured, tremported or otherwise headled. The words "Hazardous Substances" are used in their very proadest sanse and include without limitation any and all hererdous or toxic substances, mencies or waste as defined by or listed under the human mention of the term "Hazardous Bobstances" also includes, without limitation, patroleum and petroleum by-products or any traction thereof any hazardous and hererdous products or any traction thereof any hazardous.

improvements. The word "improvements" meets as execution on the Real Property, fedibles, additions, reolscements and after denstruction on the Real Property.

Indebtedness. The word "indebtedness" mosts all beinging! Interest, and other amounts, costs and expenses psyable under the Note or Related Cocuments, together with all renewals of extensions of modifications of, consolidations of and extensions for the Note or Related Documents and any amounts expensed or advanced by Lenday to discharge Granton's obligations or expenses incurred by Trustee or Lender to enforce Granton's obligations under this Deed of Trust. Trust.

Lender. The word "Lender" means ENCORE BANK A Federal Sevings Association, its successors and assigns. The words "successors or assigns" mean any person or company that acquires say interest in the Note.

Note. The word "Note" meets the promissory note dated November 28, 2005, in the original principal amount of \$186,000.00 from Grantor to Lender, together with all renewals of, extensions of, most contacting of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 12, 2021.

Personal Property. The words "Porsonal Property" mean all yould being fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Risk Property: together with all accessions, pers. and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitedon all insurance property) and rejurned of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

of rights as further described in this Dead of Trust. Real Property. The words "Real Property" meen the rail property, interests to

Related Documents. The words "Related Documents" mean all promistory policy credit aprenuents, loan agreements, environmental agreements, guistanties, security agreements, mortgages, deads of trust, security deads, colleges increases, and all other inscriments, agreements and documents, whether now or hareafter existing, executed in connecting with the indebtedness.

royalishs, explits, and other benefits derived from Rents. The world "Rents" means all present and future rents, revenues, income, issues, the Preparty.

Trustale. The word "Trustale" means L. Anderson Creek, whose address is P. O. Box 570847: Houston, TX 77257-0847 and any aubetimite or eucosecor truptees.

EACH GRANTON ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTON AGREES TO ITS TERME

GRANTOR:

Kill. ble

# **DEED OF TRUST** Joan No. 0162452429 (Continued) 6 aga 9 INDIVIDUAL ACKNOWLEDGMENT STATE OF Walker Molinaro State of Texas State of Texas 1 36 COUNTROP This watnumen was attenowed par before me on Cole and Shery! N Cole. Notary Public, State of Texa N 19. 20. 10 14 Added - H 1 10 K 1940 K 1944 M 1972

ASSAR DOT ST 92:00 by MORANGE CERTAIN LEVER TO 98

#### DANA DEBEAUVOIR, COUNTY CLERK

Real Estate Index Detail

Report # 743049 Requested By REBECCA LAFLURE (WEBPUBLIC)

#### Document Information

Date: 10/18/2011 11 09 AM

Instrument #: 2007/028392 Document Type: DEED OF TRUST

Date Received: 32/13/2007 04.46:31 PM Sook Type: book\_type

Index Status: Permanent Index
Image7 
Page: pg

Comments:

Grantors

COLE KEVINW

2 COLE SHERYL N

Grantees

CAPSTAR LENDING LLC

#### Legal Information

1 LT 82 BLK 5 AUSTING COLONY PH 2 3717 CROWNOVER ST AUSTIN TX 78725

#### Returnee Information

CAPSTAR LENDING, LLC ATTN: POST CLOSIAG DEPT. PO BOX 28785 AUSTN: TX 78765 ISTRUCOGIC TOTALS ATE

7007926392

18 866

After Recording Mail Tox Capstar Lording, EDC ATTN: Post Closing Dept P.O. 861 28185 Austra, PX 78755-8785

Prepared By: Robertson & Ansohutz

10333 Richmont Averue Suite 550 Houston, TX 77042

DEED OF TRUST

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

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 release the usage of words used in this document are also provided in Section 16

- "Security Instrument" means this document which is that February 09, 2007, together with all Riders to this document.
- Borrower" is Kevin W. Cole and Sheryl N. Cole, bushead and wife. Borrower is the granter under this Security Instrument.
- "Lender" is Cupstar Landing, LLC. Lander 55 Limited Liability Company organized and existing (C) under the laws of the State of Texas. London's address is 336 Diorthfood Drive, Sec. 376, Austin, TX 78731.
- Lender is the beneficiary under this Security Institution.

  (D) "Trustee" is William Woodall, Trustee's addresses \$201 Preston Road, Suite 280, Dallas, TX 75225.
- (E) "Note" means the promissory note signed by Boltowhould dated February 09, 2007. The Note states that Borrower owes Lender Seventy-Two Thousand Eight Hundred. Dellary (U.S. \$72,800.00) plus interest. Biogrower has promised to pay this debt in regular Periodic Pitymphis and to pay the debt in full not later than March 61, 2037.
- "Property" means the property that is described below under the (F) "Vennsfer of Rights in the Property
- "Lose" means the debt evidenced by the Note, plus interest, any semblyment charges and late charges. (G) doe under the Note, and all sums due under this Security Instrument, plus interest
- "Riders" means all Riders to this Security Instrument that are executed by Borgower. The fellowing Riders are to be executed by Borroseer [check box as applicable]:

[X] Planned Unit Development Rides

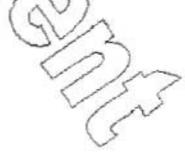
(XI 1-4 Family Bidef

(I) "Applicable Law" recent all controlling applicable federal, state and focal transet regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable float, nonappealable sudicini onlatoni.

"Community Association Dues, Fees, and Assessments" means all dues, the charges that are imposed on Borrower or the Property by a condominium association, bordeoward association or similar organization.

TCXAS-/Single Formin-Finnile Mar Freidle Mac UNIFORM INSTRUMENT Farm 2044 5:01 SPage 1 of 13 seams

PREAD AND AZZEL - NUMBER IN - BON PARKETONS



"Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft of 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. Sock term produces, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephope, wite transfers, and automated clearinghouse transfers.

Escrow Dems mean those items that are described in Section 3.

"Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party other stan ideprance proceeds paid under the coverages described in Section 5) for: (1) damage to, or destruction of the Property: (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in life of condemnation: or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the

Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Beal Expate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (QAC.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.

(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 Vote and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lander; (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Noie. For this purpose, Borrower inevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Travis:

Lot 82, Block 5, Austin's Coluny Phase Two, a Small Lot Subdivision in Travis County, Texas, according to the map or plat the recorded in Volume 87, Page 133A, Plat Records of Travis County, Texas

which currently has the address of 3717 Crownover Street, Austin, TX 78725 ("Property Address");

TOGETHER WITH all the improvements now or hereafter effected 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 toom this Security Instrument as the "Property.

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 endumbrances 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 covenants for partional use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 Note and any prepayment charges

TEXAS-Single Family-Fannie Mae/Ereddie Mac UN(FORM INSTRUMENT Form 3044 1/01 (Page 2 of 13 pages) (R&A) RA0162251 - \$13000 tx - Rev 09/14/2006

Payments 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 unlosted. Lender too 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) cartified thack back check pressurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are instituted by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

the ment are depended exceived by Lender when received at the location designated in the Note or at such other tocation at may be designated by Lender in accordance with the notice provisions in Section 15. Lender 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 hereinder of 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 schooled 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 finds, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the bustlanding 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 Vertuents of Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the fellowing 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 Berrower for a delipquent 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 hill 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 Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Phyments.

J. Funds for Escrow Items. Borrower shall payfo Londor pn the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") tolprovide for payment of amounts due for; (8) taxes and assessments and other items which can arain priority over this Section. Instrument as a lien or encumbrance on the Property. (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; 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 for at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, it siny, he escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Items. 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 Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a governant 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 of Escrow Items. Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be

TEXAS-Single Femily-Fronk Muc/Freddle Mac UNIFORM INSTRUMENT Form 3041-1/01 (Page 3 of 13 pages) (R&A) RA015224 - \$2800 ts - Rev. 05/14/2006 defigated thitler Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all acrow from), at any time by a notice given in accordance with Section 15 and, upon such revocation. Borrower

shall pay to Hender all. Funds, and in such amounts, that are then required under this Section 3. Lepdor how, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time spealing 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 white Escreve items or otherwise in accordance with Applicable Law.

The Funds shall be half in an institution whose deposits are insured by a federal agency, instrumentality, or enter (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loss.

Bank Leader shall approve the Funds to pay the Escrow Items no later than the time specified under RESPA. Leader shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Esorow Igan's, unless Lender pays Borrower interest on the Funds and Applicable Law germins Lender to make such a chergo. Onless an agreement is made in writing or Applicable Law requires interest to be

Lender to make such a cherge. Onless an agreement is made in writing or Applicable Law requires interest to be paid on the Funda. Lender shall not be required to pay Borrower any interest or carnings on the Funda. Borrower and Lender can agree in which however, that interest shall be paid on the Funda. Lender shall give to Borrower and Lender can agree in which in escrew, the funds as required by RESPA. Lender shall account to Borrower for the excess funds to account to Borrower for the excess funds to account any MESPA. If there is a shortage of Funds held in escrew, as defined under RESPA. Lender shall not its Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in advordance with RESPA, but in no more than overve monthly payments. If there is a deficiency of Fundsheld in actors, addefined under RESPA, Lender shall not its 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 gayments.

Upon payment in full of all summandered by this Security Instrument. Lender shall promptly refund to Borrower any funds held by Lender

Borrower any Funds held by Londay

4. Charges; Liena. Borrower shall passell taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rent on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extert that these nems

Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these nems are Escrow tiems, Borrower shall pay them in the anguler projected by Section 3.

Borrower shall promptly discharge any lifes which his priprity over this Security instrument unless Borrower (a) agrees in writing to the payment of the obligation sequend by the Len in a manner acceptable to Lender, but only so long as Borrower is performing such affections. (b) crusests the lien in good fact by, as 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 bertifity until such proceedings are concluded, or (c) secures from the holder of the lien an agreement until lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property at subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice [dengativing/the lien. Within 10 days of the date on which that return the lien are part of the lien and the lien which the lien which the contribution of the lien and the l which that notice is given. Borrower shall satisfy the lien or take one comparant the actions set forth above in this

Lender may require Borrower to pay a one-time charge fop's reglessate the verification and or reporting

service used by Lender in connection with this Luan.

 Property Insurance. Borrower shall keep the improvements now notified on beneather excited on the Property insured against loss by fire, he eards included within the term "exceeded proverage," and any other hexards including, but not limited to, carthquakes and floods, for which Lender-redgirts injurance. This injurance shall he maintained in the amounts (including deductible levels) and for the periods dur Lender requires. What Lender requires pursuant to the preceding sentences can change during the teem of the Foat. The minerance carrier providing the insurance shall be chosen by Barrower subject to Lender's right to disappropriate functions. which right shall not be exercised intreasonably. Londer may require Boston or spipate in consection with this Loan, either. (a) a one-time charge for flood zone determination, certification and queling services, or (b) a onetime charge for flood zone determination and certification services and subsequent charges each tinge remappings. or similar changes occur which reasonably might affect such desenzanation or conjucation. 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 Borrhoger

TEXAS-Sing's Family-Family Mac Weeklin Mac LINDFORM INSTRUMENT Form 3044 133 (Plage # of 13 pages) JABA18A0162251 - 93000 ox - Rev - 0501 + 2005

If porrower fails to maintain any of the coverages described above, Lender may obtain insurance coverses, at Aender'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, Burrover's could 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 distance overage of opening and might be cost of the distance that Borrower could have obtained by the cost of the cost of the distance that Borrower could have obtained by the cost of the cost of the cost of the cost of the distance that Borrower could have obtained by the cost of th Any priounts distributed by Leader under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. There 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 perfectes required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such pericles, 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 covarage, 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 payer.

In the event of loss, Borrower stall 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, shell 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 report and resultation 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 jet a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable Law equires interest to be paid on such insurance proceeds. Lender shall not be required to pay Borrower any interest or carnings on such proceeds. Fee: for public adjusters, or other thurd 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

If Borrower abandons the Property, Lender way file negotiate and sente any available insurance claim and related matters. If Borrower does not respond within 50 days to a notice from Lender that the insurance carrier has offered to sente 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 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 Insurment, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all mourance policies covering the Property, insofar as such rights are applicable to the coverage of the Property Lendor may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or wire Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property & 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 been paper, unless Lander 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 Propercy: Inspections destroy, damage or impair the Property, allow the Property to deteriorate or continuous to 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 deterprished pursulant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly tende into Property if damaged to avoid further deterioration or damage. If insurance or conformation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing objectoring the Property only if Lander has released proceeds for such purposes. Lender may disburse proceeds for the repairs and researchion

TENAS Single Family Fanole Mac/Freddic Mac ENIFORM INSTRUMENT Farm M44 1/61 (Page 5 of 13 pages)

(R&A) RA0162231 + 513000 to - Rev. 09/14/2006

to 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 reflexed of Borrower's obligation for

the completion of such repair or restoration.

Legier or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable

cause. Loride may inapped the interior of the improvements on the Property. Lender shall give Borrower notice and the for order to such an interior inspection specifying such reasonable cause.

8. Borrower Loan Application. Borrower shall be in default if, during the Loan application process, Borrower of any persons or colinies acting at the direction of Borrower or with Borrower's knowledge or consent gave builtering tries, mideating, 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 representations include, but are not limited to, representations from the limited to, representation of Lender's Interest in the Property and Rights Under this Security Instrument. If

(a) Borrower fails to person the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that enight significantly affect Lender's interest in the Property and/or rights under this Security legal proceeding that night significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a provedulge in bankruptey, 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, thou Lender may so find pay for whatever is reasonable or appropriate to protect Lender's interest in the Property, and securing sind or requiring the Property. Lender's actions can applied by after which has priority over this Security Instrument; (b) appearing in court; and (c) paying any sums secured by after which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attempty; fees to report its interest in the Property and/or rights under this Security Instrument, including its secured position at a blockriptey proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs charge looks, replace or board up doors and windows, drain water from pipes, climinate building or other code solations or lamgerous 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 Lander incurs no liability for not taking any or all actions authorized under this Section 9. 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 in the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender of Bornower requesting payment.

If this Security Instrument is on a leasehold, Befrower shall comply with all the provisions of the lease.

If Borrower acquires fee title to the Property, the leasthold and the see title shall not merge unless Lender agrees

10. Mortgage Insurance. If Lender required Mussgage 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 ayarlobje from the mortgage insurer that previously Mortgage Insurance coverage required by Lender ceases to be averlable from the mortgage insurance and Borrower was required to make superstally 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 insurance selected by Lender. If substantially equivalent Mortgage insurance coverage is not available. Borrower shall community pay to Lender the amount of the separately designated payments that were due when the insurance doverage coased to be in effect. Lender will accept, use and retain these payments as a non-refundable lost reserve in her of Mortgage Insurance. Such loss reserve shall be non-refundable, norwithstanding the fact that the Lost as uniquetely paid in full, and Lender shall not be required to pay Borrower any interest or carnings on such loss reserve. Lender affine longer requires provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires perparately designated payments if Mortgage Insurance for Mortgage Insurance. If Lender requires Mortgage as a condition payments toward the premiums for Mortgage Insurance. If Lander required Mortgage insurance as a condition of making the Lozn and Borrower was required to make separately designated paying its 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 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 florrower's obligation to day inferesting the race provided in the Note.

TEXAS-Single Family-Family Man/Freddle Mad UNIFORM INSTRUMENT Form 3044 1/01 (Page 6 of 13 pages)

(Righ) RA0162311 - s13000 to - Ray (197) 4/2006

Morgage traurance reimburses Lender (or any entity that purchases the Note) for certain losses it may mean of Bornhwer does not repay the Loan as agreed. Bornower is not a party to the Mortange Insurance

Mortgage in augers evaluate their total risk on all such insurance in force from time to time, and may enter are agreements with other parties that share or modify their risk, or reduce basses. These agreements are on terms and conditions that gap satisfactory to the mortgage insurer and the other party for parties) to these agreements. There agreements they require the mortgage insurer to make payments using any source of funds that the mortgage insurer may be very source of funds that the mortgage insurer may be very source premiums).

As a result of these adjustments, Lender, any purchaser of the Nite, another insurer, any remainer, any other entity, prany affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from for might be characterized by a fortion of Borrower's payments for Morigage Insurance, in exchange for sharing or modifying the most sage 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 arrangement is

often termed (Captive restforable." Further:

(a) Angesteb agreements will not affect the amounts that Borrower tax agreed to pay for Mortgage Insurance, or any other terms of the Loss. 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 will any - with respect to the Mortgage Insurance ander the Hometweers Protection Act of 1995 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 reministed automatically, and/or to receive a refund of any Mortgage Insurance premioting that over uncarned at the time of such cancellation or termination.

11. Assignment of Miscollaneous Proceeds: Fortelture. All Muscellaneous Proceeds are hereby assigned to and shall be paid in Lander

If the Property is demanded, such officestaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is a commiscally feasible and London's security is not besented. During such repair and restoration period. Lendon shall have the right to hold such Miscettaneous Proceeds until Lendon has had an apportunity to inspect such Property to ensure the work has been completed to Lendon's satisfaction, provided that such inspection shall be dedoctaken promptly. Lendon may pay for the repairs and restoration in a single disbursament or in a series of progress payment as the work a completed. Unless as agreement is made in writing or Applicable Law requires interest to be paid an such historianeous Proceeds. Lendon shall not be repair to not recommiscally feasible for Lendon's requires to reaching on such historianeous Proceeds. If the responding not require the requires and restoration or repair is not recommiscally feasible or Lendon's security hould be insured. If the Miscellaneous Proceeds shall be applied to not economically feasible of Lender's security would be leastfied, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whigher of not that the t, with the excess, if any, paid to Reprower. Such Miscellaneous Proceeds shall be applied in the order president for in Section 2.

to the event of a total laking, destruction, or loss in varies of the Property, the Misce lancous Proceeds shall be appried to the same secured by this Security Instrument, whether is not then due, with the excess, if any, paid

to Borrower.

In the event of a partial taking, destruction, or look in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or less in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before up appeal taking, destruction, or loss in value, unless florrower and Lender otherwise agree in writing, the supri secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following describe: (a) the total amount of the same secured immediately before the partial taking, described in, or loss, of value divided by (b) the fair tracket value of the Property immediately before the partial taking, demonstrately period to the process of the partial taking, demonstrately period to the process of the partial taking, demonstrately period to the process of the partial taking, demonstrately period to the partial taking the process of the partial taking t 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 just tach the amount of the sums secured immediately before the partial taking, destruction, or loss in value, colors Bookser and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the spati segged by this Security

Instrument whother or not the sums are then due.

If the Property is abundance by Borrower, or if, after notice by Leader to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for sistingor Berrower 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 years separately his Security

TEXAS-Single Family-Famile Manifeeddie Mar UNIFORM INSTRUMENT Form 3664 1:65 effuse 7 or 13 pages's 183.A+8.A0102251 - 83000 tx - Rev. 09/14/2006

performent whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellancous 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 began that, in Bonfower shall be in default if any action or proceeding, whether civil or criminal, is began that, in Lindar'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 becurred, reinstate us provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's interest in 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 autibused to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Londer.

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 Unactization of the sums secured by this Security Instrument granted by Lender to Borrower or day 800,005 sor in Indepest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Distroyer [Lender shall not be required to commence proceedings against any Successor in Interest of Borrower to refuse to extend time for payaters or otherwise modify amortization of the sums secured by this Security information of any demand made by the original Horrower or any Successors in Interest of Borrower, any Jeffocasance by Lender in exercising any right or remedy including, without

limitation. Lender's acceptance of pariments 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.

13. Joint and Several Mabbility. Covergners; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations bud liability shall be joint and several. However, any Borrower who coverges that Borrower's obligations bud liability shall be joint and several. 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 perfonably obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Boroway can agree to extend, modify, forbear or make any accommodations with

regard to the terms of this Security Instrument or the Note withflut the co-signer's consent.

Subject to the provisions of Security Instrument in writing, and it approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower's half not be released from Borrower's obligations and liability under this Security Instrument unless Sender agrees to such release in writing. The covenants and agreements of this Security Instrument unless Sender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bond (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loon Charges. Lender may charge Borrower Seer-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 supress authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fees. 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 shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower Which excelled permitted limits will be refunded to Borrower. Lender may choose to make this refund by resucing 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's acceptance of any such refund made by direct payment to Borrower's mill 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 the Security Distrument must he in writing. Any notice to Borrower in connection with this Security Instrument shall be greened to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrower unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrough has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Jertrower's change of

TEXAS-Single Family-Family MacFreddle Mac UNIFORM INSTRUMENT Form 3044 1-01 (Page 8 of 13 cages) (R&A) RR0152251 - vi0005 to - New 15/14/2506

TN ender specifies a procedure for reporting Borrower's change of address, then Borrower shall only repose-charles of address through that specified procedure. There may be only one designated notice address under the Security Instrument at any one time. Any notice to Londer shall be given by delivering it or by mailing into sits class that to bender's address stated herein unless Londer 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 Lowder up of actually received by Londer. If any notice required by this Security Instrument is also required under Applicable Lower Monlicable Low requirement will satisfy the corresponding requirement under this Security.

16. Governing Law: Severability: Rules of Construction. This Security Instrument shall be governed by federal law and thirts of the first diction 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 allow, but such science shall not be construed at a publishment of the parties agreement by contract. In the event that any provision or clause of this Security Instrument of the Plots which can be given effect without the conflicting provisions of this Security Instrument of the Plots which can be given effect without the conflicting provision.

As used in this Security Instrument, (a) words of the masculine grader shall mean and include corresponding neithly worth or words finishment; (a) words of the masculine grader shall mean and include the pitral and vice versal 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 Benedicial Interest in Borrower. As used in this Security Instrument, 18. Transfer of the Property or any part of the Property or any interest in the Property, including, but not limited to disciple beneficial interests transferred in a book for ideal, approach in deed, installment sate on a part and the Property or any inferest in the Property is sold or transferred for it Borrower is not a natural person and a beneficial interest in full or any part of the Property or any inferest in the Property is sold or transferred for it Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred for a Borrower is not a natural person and a beneficial interest in full of all same secured by this Security Instrument. However, this by (ederal law and thirthy to the jurisdiction in which the Property is located. All rights and obligations contained

Lender may require immediate payment in fulf of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is profibeted by Applicable Law.

If Lender exercises this option, Cender shall give Berrower 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 lifecurity-this personner. If Borrower falls to pay these sums prior to the expiration of this period. Lender may input a apy femories permitted by this Security Instrument without farther notice or demand on Borrower.

19. Borrower's Right to Reinstate Afthe Accessing of florence meets cartain conditions, Borrower shall have the right to have enforcement of this Security Instrument electronalisated at any time prior to the earliest of (a) five days before sale of the Property pursuant to they prover of side contained in this Security Instrument.

(b) such other period as Applicable Law might specify for the termination of Borrowers right to reseaster, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that therewer, (a) pays Lender all sums which then would be dur under this Security instrument and the bidge as if no acceleration had occurred. (b) sums which then would be the under this Security instrument, and the type as if no acceleration had occurred, (b) cures any default of any other covernant, or agreements; (c) pays all expenses becamed in enforcing this focurity instrument, including, but not limited to, reasonable attorneys. Fees, program inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interserve, the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably receive to applie this Lenders interest in the Property and rights under this Security Instrument, and Boscower's officient up bayable sums secured by this Security Instrument, shall continue unchanged. Lender may require that Iberower pay such ceitastatement sums and expenses in one or more of the following forms, as referred by Lender (it) capte to junique order (c) certified there, bank check, treasurers check or cauthier's check, provided any spen clyste, drawn upon an institution whose deposits are insured by a federal apency, instrumentality or pertire to control of Photograf Furths Transfer. Then whose deposits are insured by a federal agency, instrumentality or entity; or (d) Effectives 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 rematate shall not apply if the case of acceleration under Section 18

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. Tea Note up a partial inspect in the Note (together with this Security Instrument) can be sold one or more times without poor notice to Bolyower. A sale might result in a change in the entiry (known as the "Loan Servicer") that college. Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing abligations assist the

TEXAS-Single Family-Famile Manifestate Man UNIFORM INSTRUMENT Form 3044 1/01 Affair Rail 11 page 6 (R.C.A.) RATUSZEST - 519000 ox - Rev. 00714/2005.

see this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan project and to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written motive of the change which will state the name and address of the new Loan Services, the address to which promotes should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is said and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Nave, the mortgage Progressiveing obligations to Borrower will remain with the Lean Services or he transferred to a suggestion for Long Services lipid are not assumed by the Note purchaser unless otherwise provided by the Note

Nonther Borrows in Dander may commence, join, or be joined to any judicial action (as either an individual judgant or the president party's actions pursuant to this Security lesstrument or that alleges this the other purty 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 periginetteens of Section 15) 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 eighter before certain action on he taken, that time period will be deemed to be reasonable for

period which multi-rippe before certain action can be taken, that time period will be deemed to be reasonable for purposes of this purposes. The notice of acceleration tail opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration between pursuant to Section 18 shall be deemed to anticly the notice and opportunity to take coordinate. As used in this Section 20.

21. Hazardous Substances: As used in this Section 21. (a) "Hazardous Substances" are those substances defined as too is at large cure substances, politoring, or wastes by Environmental Law and the following substances: gasoline, kerostepar, other Champathe or too is petroleran products, too is petiticised and herbicides, velstile subvents, materials, unstaning acheets of formulately de, and cadinative unstanials; (b) "Environmental Law" means federal laws and days of the jurisdation where the Property is located that relate to health, safety or environmental protection; (c) "Ebsprotinents! Classing" includes any response action, remedial action, or termoval notices, as defined in Environmental Law and (d) an "Environmental Condition" means a condition that can cause, conventures to be otherwise means at Pourhammental Classing.

committee to, or otherwise eleger ath Environmental Cleanup.

Borrower shall not cause or permit alle presence, use Supposal, storage, or release of any Hazardous Substances, or thresten to refesse any theaterboar Substanges, on the Property. Betrowet shall not do, nor show anyone else to do, anything affecting the Progenty (a) that it is violation of any Environmental Law, (b) which creates as Environmental Condition, or (a) which creates as Environmental Condition, or (a) which the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the sense of the Property. The preceding two sentences shall not again; to the presence, use, or storage on the Property of this if placetimes of Hazardous Substances that are generally recognized to be appropriate to normal quadritial uses, and to maintenance of the Property (including, but not funited to, huzardous substances in consumbe producted

Borrower shall promptly give Lender written motive of (a) any asyestigation, claim, demand, lawsuit or Other action by any governmental or regulatory agency or private party inverving the Property and any Hazardous Substance or Environmental Law of which Borrower has acted knowledge, (b) any Environmental Constitue, including but not limited to, any spilling, loaking, discharge-research threat or release of any Hazardous Substance, and (c) any condition caused by the presence, using relegant of Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is non-field by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Mazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remoduli actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender lite an Environmental Cleanur.

NON-UNIFORM COVENANTS. Borrower and Leader fibring physical againgree as follows:

22. Acceleration: Remedies. Lender shall give notice to Borrovier prior to acceleration following Horrower's breach of any sovenant or agreement in this Security Institute part (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The defice Mail specifys, (a) the default: (b) the action required to ture the default; (c) a date, not less than 30 day From 160 part the actice is given to Borrower, by which the default must be cared; and (d) that failure to type the default on or before the date specified in the reptice will result in acceleration of the same secured by 180 Septicity Instrument and sale of the Property. The notice shall further inform Borrower of the right in spininger after recepteration and the right to bring a court action to assert the non-existence of a default or any utility defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Letider at its option may require immediate sayment in full of all soms secured by the Spearity-Austrument.

PEXAS: Single Foreign-Festels Mag/Festels Not 1 NIFORM INSTRUMENT Ferre 3544 1701 offens his eff 17 pages.

48.604 ( NACH 62257 - p/3/6/024 - \$pp. 109/14/2006

ithout forther 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 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.

1 L'énder tivatés 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 acopy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venture. The sale in 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 Freperty against all claims and demands. The recitals in the Trustee's deed shall be prima facic evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following orders (a) to all expenses of the sale, including, but not fimited to, reasonable Trustee's and attorneys' fees; (b) to all supps seed red 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

niay be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all super 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, remodies and duties of Trustee under this Security Instrument may be exercised or performed by one or more pustoes 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 postee 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.

Tristee 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 have been advanced by Lender at Borrower's reguest and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lepdershall 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 inumded to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such syms shall be applied first to those portions not secured bereby.

27. Purchase Money; Owelly of Partition; Renewal and Extension of Elega Against Homestead Property: Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable: 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 primarily secured by the vendor's lien retained in the deep 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's lien.

TEXAS -Singit Family - Fannie Mue/Freddle Mac UNIFORM INSTRUMENT Form 3044 1/01 (Page 1) of 13 pages)

(R&A) RA0162251 + 9/3000.DL - Rev. 09/14/2006



Owelty of Partition.

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of arguiring the entire see simple title to the Property and the existence of an owelty of partition imposed against the entirest 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.

Benewal 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 Benewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liers securing the tode brodness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

Acknowledgement 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 anymamor, on 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 Doan. 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 come 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. Borrower 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.

(Seal) -Borrower (Seal) -Borrower

TEXAS-Single Family-Fannie Mae/Freddle Met UNIFORM INSTRUMENT Form 3044 L/01 (Page 12 of 13 pages) (R&A) RA0162251 - \$13000.50 - Rev 09/14/2006

3			
The market was acknowledged	13 County before me on Fell	2007 x evis w	Cole and Sacryl
	10-17	Printed Name My Commission Expire	
(0)			
	3		
IUNAS-Sorgie Family-Percelo Mas Freedo			
FLOW AND SACTOR STATE OF THE SACRET AND SACR	(Presy 13 at 35 to		
		6/2	
		10	2
			(00)
			7
			(51)



Loan No.: 9107012502

#### PLANNED UNIT DEVELOPMENT RIDER

S PLANTED UNIT DEVELOPMENT RIDER is made this Ninth day of February, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgager, Deed of Trust or Security Deed your Security Instrument Lof the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Capstur Londing LLC (the "Lender") of the same date and covering the Property described in the Security instrument and located at:

#### 3717 Crownover Street Austin, TX 78725 [Property Address]

The Property includes, but is not limited to, a purcel of land improved with a dwelling, together with other such parcels and certify-common areas and facilities, as described in The Covenants, Conditions and Restrictions applicable to subject property (the "Declaration"). The Property is a part of a planned unit development known as Austria's Colony Phase Two (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PLD (the "Owners Association" yand the uses, benefits and proceeds of Borrower's interest

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations: Gorrower chall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents are the (i) Declaration, (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall permptly pay, when due, all dues and assessments imposed.

pursuant to the Constituent Docements

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Bedperty which is satisfactory to Lender and which provides insurance coverage in the amonors (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and gny other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearty premium installations for property insurance on the Property, and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed sutisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any large in required property insurance coverage provided by the master or blanket policy.

by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, fixed to florrower.

C. Public Liability Insurance, Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of

coverage to Lender

 D. Condemnation. The proceeds of any award or claim for damages direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in figure of condemnation, are before assigned and shall be paid to Londer. Such proceeds shall be applied by Londer to the sums secured by the Separity Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and Att. Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abundonment or termination of the PUD, except for abundonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Legder (iii) termination of professional management and assumption of self-management of the Owners Association or (by any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

VILLEISTATE PCD RIDER-Single Femily-Fennie Manifroddie Mac UNIFORM INSTRUMENT (Page 1 of 2 pages)

[R&A] RAG162251 - ad3150 axis - Rev. 08/16/2005

Loan No.: 9187612502 There edies. If Borrower does not pay PUD dues and assessments when due, then Londer may pay them. Any amounts discussed by Lender under this paragraph P shall become additional debt of Borrower secured by the Security Exercisest. Unless Borrower and Lender agent to other terms of payment, these amounts shall be a series of the Population of the Popula LOW. Borrosser accepts and agrees to the terms and coverants contained in this PLIO (Seal) -Barrower (Seel) -Barrower MURTISTISTS POR KIRER-South Facility-French Mantendam May STROBAL INSTRUMENT From Mills 1801 (Alexy Representation and the min - Rev. Of the decide

Loan No.: 9107012502

1-4 FAMILY RIDER (Assignment of Rents)

[MK 1-4 FAMILY RIDER is made this Ninth day of February, 2007, and is incorporated into and shall be defined 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 Capstar Lending, LC (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3717 Crownover Street Austin, TX 78725 Property Address?

1-4 FAMPLY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Boffower and Lender Jurther covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Sequrity 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, or intended to be used incornection with the Property, including, but not limited to, those for the purposes of supplying or distributing frequency, dooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, distributing the doors, screens, blinds, shades, curtains and curtain roads, 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 one leasehold) are referred to in this 1-4 Family

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 inferior 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 6.

E. "BORROWER'S RIGHT 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. Upon Lender's request afterdefault, Borrower shall assign to Lender all leases of the Property and all security deposits made in confection 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 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 unconditionally assigns and transfers to Lenden all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes bender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Cender or Lender's agents. However, Borrower 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 fenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rems constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower. (1) all Rents received by Borrower shall be herdby Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender

MULTISTATE 1-4 FAMILY RIDER - Fannic Mac Freddir Mac L'NIFORM INSTRUMENT Form 3170 1/01 (Page 1 of 3 pages) (R&A) RA0162251 - rd3170.mls - Rev 08/16/2005

Loan No.: 9107012502

shall be aminded to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the shalf be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall gay aft Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tehent; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the enter of taking control of and managing the Property and collecting the Rents, including, but not largeful to attacked in receiver's feet, premiums on receiver's bonds, repair and maintenance costs, insurance perfunded, laws, subsaments and other charges on the Property, and then to the mans secured by the Security distrangent; (v) Londer's agents or any judicially appointed receiver shall be liable to account for only those Ranks acquailly included, 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 inadegracy of the Property as security.

if the Renta of the Proporty are not sufficient to cover the costs of taking control of and managing the Property and obsoligating the items may funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Separatry Instrument pursuant to Section 9.

Becrower represents and petrolis that Borrower has not executed any prior assignment of the Rents and has not performed, and will have performed, and will have performed, and will have performed. pareurapis

Control of or maintain the Property before or after giving nunce of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver may do to at any time when a default occurs. Any application of Rents shall not cure or waive the default or fivalidate any other right or remedy of Lender. This assignment of Rents of the Property shall remease when all the sums secured by the Security Instrument are paid in full.

1. 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.

MI LISTATE I-STAMILY RIDER - Farmir Man Freddir Mar UNIFORM INSTRUMENT Forms 3176 148 (Fage 2 of 3 pages)

FEEL RACIOSSIST - 103/170 mm - Now GE 10/2/03

Loss No.: 9107012502 BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider (Seal) Kevin W. Cole -Borrower (Scal) Sheryl N. Cole -Borrower MULTISTATE 1-4 FAMILY RIDER - Fanale Mac Freddle Mac L'NIFORM IDSTRUMENT Form 3170 1/01 (Page 3 of 3 pages) (R&A) RA0162251 - rd3170 mts - Rev. 08/16/2005 FILED AND RECORDED OFFICIAL PUBLIC RECORDS 2007 Feb 13 84:45 PM 2007026392 BARTHOD \$84.00 DANA DEBEAUVOIR COUNTY CLERK TRAVIS COUNTY TEXAS

#### DANA DEBEAUVOIR, COUNTY CLERK

#### Real Estate Index Detail

Report # 743053 Requested By REBECCA LAFLURE (WEBPUBLIC)

#### Document Information

Instrument#: 2007080319

Document Type: DEED OF TRUST

Date: 10/18/2011 11:13 AM

Date Received: 04/03/2007 05:50:46 PM

Book Type: book\_type

Index Status: Permanent Index

Book: book

lmage? ✓

Page: pg

Comments:

Grantors

1 COLE KEVINW

2 COLE SHERYL N

Grantees

1 CAPSTAR LENDING LLC

2 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

#### Legal Information

1 LT 5 BLK K QUAIL CREEK WEST SEC 4 9409 MEADOW VALE AUSTINITX 78758

Returnee Information

CAPSTAR LENDING PO BOX 28785 AUSTIN, TX 78755

## 15 HJY 600 0703810 ARB

After Recording Mail To: Capstar Lending, LLC P.O. Bex 28785 Austin, TX 787558785

2007068319

Prepared By Robertson & Arischutz 10333 Richmond Avenue, Suite 550 Houston, TX X042

DEED OF TRUST

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

Loan No. 9107020114 MDI No. 1905485-9107020114-5

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.

"Security Instrument" means this document, which is dated March 30, 2007, together with all Riders. (A)

to this document

(B) "Borrower" is Kevin W. Cole and Shelyl N. Cole, husband and wife. Borrower is the grantor under this Security Instrument.

(C) "Lender" is Capstar Lending, LLC. Lender is a Expired Liability Company organized and existing under the laws of the State of Texas. Lender's address is 6836 Augtin Center Blvd., Stc. 110, Austin, TX 78731. Lender includes any holder of the Note who is untilled to receive payments under the Note (D) "Trustee" is William M. Woodall. Trustee's address is 4201 Preston Road, Suite 280, Dallas, TX

(D) 75225.

(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-MBRS.

(F) "Note" means the promissory note signed by Borrower and direct March 30, 2007. The Note status that Borrower owes Lender Eighty-Eight Thousand Nine Hundred Dollars (U.S. \$48,996,00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 13, 2022.

61, 2037.

(G) "Property" means the property that is described below under the needing Francier of Rights in the Property

(H) "Loun" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

"Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are so be executed by Borrower (check box as applicable):

[X] 1-4 Family Rider

TEXAS - Single Family - Famile Man Freddle MacUNIFORM INSTRUMENT Form 2014 1/01 (R&A) RAD) 71666 - signers to - Rev. 09/14/2006 (Prose 1 of 13 pages)

Applicable Law" 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-appearable judicial opinions.

Community Association Dues, Fees, 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.

"Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or signifar 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 byticlephone, whe transfers, and automated clearinghouse transfers.

(M) "Estrow 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 S) 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 of, or omissions as to, the value and/or condition of the Property.

"Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the (O)Loan.

(P) "Pertodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 5 of this Security Instrument.

(Q) "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. Pay 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 hot qualify as a "federally related mortgage loan" under RESPA.

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.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nomine of or Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender. (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) 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:

Lot 5, Block K, Quall Creek West Section Four, according to the map or plat thereof, recorded in Volume 54, Page 14, Plat Records, Travis County, Texas

which currently has the address of 9409 Meadow Vale, Austin, TX \$8758 (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 be this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interest granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nomines 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 Lendar 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.

TEXAS-Single Family-Famile Mac/Freddle Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RAC171666 - stemers.tx - Rev. 09/14/2006 (Page 2 of 13 pages)

Because Wagrants and will defend generally the title to the Property against all claims and demands, subject to any enquestrances of record.

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

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

I. Perment of Principal, Interest, Eccrow Items. Prepayment Charges, and Late Charges. Borrower shall pay when due the projected on and interest on, the debt evidenced by the Note and any prepayment charges and late charges due the reach Note. Borrower shall also pay funds for Escrew Items pursuant to Section 3. Payments due upder the Note and this Security Instrument shall be made in U.S. currancy. However, if any check

Payments due updfr the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument security Destrument is returned to Lender unpaid. Lender sely regeline distrance or all subsequent payments due under the Note and this Security Instrument he made in one or prompt of the following forms, as selected by Lender: (a) cash. (b) money order, (c) certified check, bank check, measurer's check for cashjer's check, provided any such check is drawn upon an institution whose deposits are reserved by a feeleral explicitly instrumentative, or entity, or (d) Electronic Funds Transfer.

Payments are deemed proceding the Lender when received at the location designated in the Note or at such other location as may be 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 13. Lender may return any payment or partial payment or partial payment or partial payment or partial payment, without waiver of any rights hereunder or provided to its rights about payment in the payment or partial payments in the finare, without waiver of any rights hereunder or provided to the first such payments are accepted. If each Personal Research hold such an of its scheduled due date, then Llender need not play inherest or unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to form the first again them to florower. If not applied earlier, such funds will be applied to the outsideding properhal belance under the Note immediately prior to forcelessore. No offset or claim which Borrower might have now or in the father-against Lender shall referee Borrower from No offset or claim which Borrower might have now or in the father-against Lunder shall refer to Borrower from making payments due under the Note and was Security Inspedients of performing the coverants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except articles wisedescribed 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 reprincing amounts shall be applied first to late charges, second to any other amounts due under this Security Institution.

of the Note.

If Lender seceives a payment from Borrower for a delinquent Period a 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 Puriodic 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 prome 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 Neve. and then 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 Postedic Payments are due under the Note, until the Note is paid in full, a sum (the Tunds') to provide for payment, of smourts due for: (a) taxes and assessments and other items which can attain priority over this Security buttournest are a just be encumbrance on the Property; (b) leasehold payments or ground rents on the Property; if any; (c) premiums for any und all instrumore required by Lender under Section S; and (d) Mortgage Insurance premiums in apportance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Logic Lender may require that Community Association Dues, Fees, and Association or at any time during the term of the Logic Lender may require that Community Association Dues, Fees, and Association or stand time. If any, he escrepted by Begioner, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promotely formed to Lander and and such dues, fees, and assessments shall be an Escrow item. Borrower shall promptly furnish to Lander all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Borrow to pay the Funds for any or all Escrow items. Lender may variye Borrower's

TEXAS-Single Family-Fainste Manifereddie May UNIFORM INSTRUMENT Form 3044 1801 (R&A) RA0171666 - signers tx - 8 ev. (94) 4/2006 (Page 2 of 12 pages)

gamon 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 Escroy Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to lender receipts exerciting such payment within such time period as Lender may require. Borrower's obligation to make such gayments and to provide receipts shall for all purposes be deemed to be a covenant and agreement commined in this Section 9 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 Items Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to tepax 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 Punds, 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 date 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 Londer, if Lender is an institution whose deposits are on 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. Inless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to bay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however that incress 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 regarded by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in to more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined inder RESPA, Lender shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA, and Borrower shall notify Borrower as required to BESPA. 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 Scourity 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

ere 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 Kender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only usual 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 fien. 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 yefification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter creeted 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 indurance shall be maintained in the amounts (including deductible levels) and for the periods that Lendergognizes. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice

TEXAS-Single Family-Famile Man/Freddle Mac UNIFORM ENSTRUMENT Form 3041 1/01 (R&A) RA0171666 - sicmers.ts - Rev. 09/14/2006 (Page + of 13 mess)

which realir shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this own, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a onetime charge for flood zone determination and certification services and subsequent charges each time remappings

or similar charges 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 freed zone determination resulting from an objection by Borrower.

If Borrower this to maintain any of the coverages described above, Lender may obtain insurance coverage, at lender's option and Borrower's expense. Lender is under too obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender to the might or might not protect Borrower. Borrower's endity in the Property, of 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 discurred 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 riotice from Lender to Borrower requesting payment.

All insurance policies required by conder and renewals of such policies shall be subject to Lender's right to disapprove such posicies; shall include a supdard mortgage clause, and shall name Lender as mortgage and/or as an additional loss passe. Lander 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 mongage clause and shall name Lender as mortgagee and/or as an

additional loss payee.

In the event of loss, Borrower shiftl give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made prosupply by Berrower. 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 estoration 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 not lessened. During such repair and restoration deriod, 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 sense 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 of earthings 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 fees the for bender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Recurrity Institutement, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied to the Sums accuracy proceeds shall be applied for in Section

If Borrower abandons the Property, Lender may file, negotiate and suitle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier and related matters. If Borrower does not respond within 30 days to a softer from Londer 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 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an arrange to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights bother than the right to any refund of uncarned promiums paid by Borrower's under all insurance pencies 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 this truppent, whether or not then due

Occupancy. Borrower shall occupy, establish, and use the Property 6s 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 Leader otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating extensions exist which are beyond Borrower's control.

 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 Broperty. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property interdor to prevent the

TEXAS-Single Family-Family Mac/Freddie Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RAO171666 - sicross.ts - Rev 09/14/2006 (Page 5 of 13 pages)

Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section Schat repair of restoration is not economically feasible, Borrower shell promptly repair the Property If damaged to eyold further deterioration or damage. If insurance or condemnation proceeds are paid in connection with dartage at, 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 the single payment orgin referes 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.

Incoder or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender first 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.

at the time of or plot to fuch in micror inspection specifying such reasonable muse.

8. Refroyer's Loan Application. Horrower shall be in default if, during the Loan application process, Borrower or any persons or entitles acting at the direction of Borrower or with Borrower's knowledge or consent gave materially halse misteading, or maccurate information or structurally to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not lumined to, representations concerning Borrower's occupancy of the Property and Rights Under this Security Instrument.

9. Protection of Lender's Instruction the Property and Rights Under 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, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property, then Lender may death one for substances for condemnation or for faither, for coforcement of a first which may affect the Property and right under this Security Instrument, (b) appearing the value of the Property, and securing mid-occupanting the Property. Lender's actions can include, but are not limited to a paying any same secured by a first which has personable over this Security Instrument, (b) appearing in court, and (c) paying reasonable amonery feet to proceed in a lender over this Security Instrument, (b) appearing in court, and (c) paying reasonable amonery feet to make repairs, change locks replace by broad up doors and sin down, data water from pipes, classified to entering the Property to make repairs, change locks replace by broad up doors and sin down, data water from pipes, classified to do so. It is served that Lender incert no diable to the sold in the Broader and tender this Section 9. Lender the 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 be appetered as he 1900, are from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower sequesting payment.

If this Security instructions is an a leanehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires for fifte to the Property, the leanehold and for the all-of-hold on many uniters Lander agrees to the

merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Burner of the Loan, Burner of the Loan, Burner of the Loan of the Mortgage Insurance to reflect. If, for any renion, the Mortgage Insurance coverage required by Lender courses to be available fight, the mortgage featurer that previously provided such insurance and Borrower was required to make separately designated galyasents toward the promisers the Mortgage Insurance previously in effect & Additions passesses were breast of the same w - wastisliy Pages and the second se 

SAL .

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 is may insurais Bornewer does not rappy the Loan as agreed. Borrower is not a party to the Mongage Insurance.

Mortgage persons 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 sanisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the prorigage 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 fesult of these agreements, Londer, 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 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 ortcharge 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 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 Homzowards Protection Act of 1998 or any other law. These rights may include the right to receive critain 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 unturned at the time of such cancellation or termination.

11. Assignment of Miscellangous Proceeds; Forfeiture. All Miscellangous Proceeds are hereby

assigned to and shall be paid to Lender.

if the Property is demaged, 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 tesseped. During such repair and restoration period, Lender shall have the pight to hold shich Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to assure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken provided that such inspection shall be undertaken promisely. 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 regains interest in be hald on such britisellaneous Proceeds, Lender shall not be required to pay Borrower say interest or carnings on such Miscellaneous Proceeds. If the restoration or repair is not accomply feasible or Lunder's security would be inspected, the Miscellaneous Proceeds shall be applied to the complete agreement whether or carnings on such day that appears it has a contribute agreement and the feasible or Lunder's security would be inspected, the Miscellaneous Proceeds shall be applied to be supplied to be applied to be a security would be a security and the feasible or Lunder's security would be a security and the feasible or the security to the security would be a security and the security of the security and the security are security as a security and the security the sums secured by this Security Instrument, whether or not their dog, with the excess, if any, paid to Borrower.

Such Miscellaneous Proceeds shall be applied in the order provided for of Species 2.

In the event of a total taking, destruction, or loss in validated the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or bot their que, with the excess, if any, paid

in the event of a partial taking, dostruction, or loss in value of the Eusperty, is 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 soms schared by this Sociarity instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Londer otherwise agree in writing, the sums secured by the Sociary Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following festions. (A) the total amount of the soms secured immediately before the partial taking, destruction, or loss in value divided. (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. And belance shall

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 lock than the amount of the sums succered immediately before the partial taking, destruction, or loss in value, unless Storpwiceland Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the same incored by this Security

Instrument whether or not the sums are then due.

TEXAS-Single Family-Family Manifestiffs Man UNIFORM DISTRIBUTENT Form 3044 1/01 (R&A) EA0171566 - presence: Res 78/14/2006 (Page 7 of 13 yages)

Trise 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 espend to Lender within 30 days after the date the notice is given, Lender is authorized to collect and upply the

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 Institution, whicher or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds.

Borrower, spirit be in default if any action or proceeding, whether civil or criminal, is beginn that, in Lender's judgment, Could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or pignts under the Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstance as posycled 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 bunder's interest in the Property are hereby assigned and shall be raid to Lender's interest.

astributable to the impairment of header's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellabouts Property 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; Forbarance By Lender Not a Waiver. Extension of the time for payment or modification of apportunity of the sums secured by this Security Instrument grented 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. 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 limitation, Lender's acceptance of payments from third persons, chirics or Successors in Interest of Borrower or

institution. Lender's acceptance of painteens from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then die, shall not be a walver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability Co-signess, Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and fability shall be joint and several. However, any Borrower who cosigns this Security Instrument but does not execute the Note is co-signer'). (a) is co-signing this Security Instrument only to mortgage, grant and codivey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sughs sobured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree previously, for bear or make any accommodations with regard to the terms of this Security Instrument of the Note without the Lo-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 porter release in writing. The covenants and agreements of this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except us provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower feet 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 tharge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Leader may not player 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 shall be reduced by the amount nocessary 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. Leader may choose to make this refund by reducing the principal powed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be to acceptance of any such refund made by direct payment charge is provided for under the Note). Borrower 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 Barrower 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 horice address if sent

TEXAS-Single Family-Family Man/Freddle Mar UNIFORM INSTRUMENT Form 3044 1/01 (B&A) RAG171686 - Stemens by - Rev. 09/14/2006 (Page 8 of 13 sages)

other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Low 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 Socurity Insurancet at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class paid to Lender Anddress 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 I enderwhill actually received by Dender. 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

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 contained in this Security has timent 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 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 of the ferminine 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's 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 band 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 exercises is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Bopower 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.

19. Borrower's Right to Reinstate After Acceleration, A 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 cower 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 Nore as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, properly 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 same 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) 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 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial inferest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower.

TEXAS-Single Femily-Fautale Mac/Freddle Mac UNIFORM INSTRUMENT Form 3044 1/01 (R&A) RA0171666 - stemers.tx - Rev. 09/14/2006 (Page 9 of 13 pages)

safe 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 Society Instrument, and Applicable Law. There also might be one or more changes of the Loan Services dureinted to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written protice 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 subgessor Loan Servicer and his not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower not Cender 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 pursuam to this Security Instrument or that alleges then the other perty has breached any provision of, or any duty owed by reason of, this Security Instrument or that alleges then the other perty has breached any provision of, or any duty owed by reason of, this Security Instrument uptil 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 affer the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain analyse can be taken, that time period will be deemed to be reasonable for

period which must eldose before certain and open to be taken, that time period will be detented to be reasonable for purposes of this paragraph. The potice 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 corporative action provisions of this Section 20.

21. Hazardous Substances are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, keroscene, when figures also provide perfolicits products, toxic pesticities and herbicides, volatile solvents, materials containing asbestances of formal deliyed, 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 representatives; (c) "Environmental Clearlin" includes any response action, presenting action, or removal. 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 Cleanus.

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, on(c) which, the 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 Flazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including but not limited to, bazardous 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) my Environmental Condition. including but not limited to, any spilling, leaking, discharge, release or abrest 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 leaves, or is notified by any government 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 for an Environmental Pleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and aggree 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 specifye (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 any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified by the notice

TEXAS—Single Family—Famile Mac/Freddle Mac UNIFORM DISTRUMENT Form 3044 1/91 TRAA BAOTTI666 - piemers tz - Rev. 09/14/2006 (Page 10 of 13 pages)

chairs 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 any Ledder shall be entitled to collect all expenses incurred in pursuing the remodies provided in this Section 22, iscluding but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 12, the term "Lender" includes any holder of the Note who is entitled to receive passments 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 poeting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Leader shall mair's copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The species tiegts ut the time stated in the notice of sale or not later than three bours after that time and between the bours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Frustes to sell-the Property to the highest hidder for cash in one or more parcels and in any

order Trustee determinists. Eender or its designee may purchase the property at any sale.

Trusted shall deliver to the purchaser Truster's deed conveying indefeasible title to the Property with covenants of general workanty 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 Truster's deed shall be prime facie evidence of the truth of the spacements made therein. Truster shall apply the proceeds of the sale in the following order: (the touri expresses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all stims speured by this Security Instrument; and (e) any excess to the person or persons legally entitled to et

If the Property is sold pursuance this Section 22, Borrower or any person holding possession of the Property through Borrower shall inmediately 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 same specified by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Berrower'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, Ali rights, remodies 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 attogety 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. Wishout any further not or conveyance of the Property the substitute, additional or successor mustee shall become vested with the ride, rights, remades, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice request, glossest, demand, statement or other document believed by Trustee to be correct. Trustee shall not be Wable for graving or omission upless such act or

amission is willful.

25. Subrogation. Any of the proceeds of the Note used to sake up roustedding frene against all or any part of the Property have been advanced by Londer at Borrower's request and upon Borrower's representation that such amounts are that and are accurated by valid liens against the Property Lender-of-all-by subrogued to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of are outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignation ocale released by the holder thereof upon payment.

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

portions not secured hereby.

27. Purchase Money, Owelty of Partition; Renewal and Extrasion of Lieus Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Chack bet as applicable: Purchase Money.

The funds advanced to Borrower under the Note were used to pay all or part of the papellage price of the Property. The Note also is primarily secured by the vendor's lieu retained in the deed opener-date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Egader, this Security Instrument being additional security for such vendor's lien.

TEXAS-lampe Figures - Fundle MacoFreque Man LINEPORAN INSUREMENT. Force 2044 1,411 /**英数A12A01**71666 - identors to: - Gas. (1921-1200)6. (Page 11 of 1) pages!

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 for simple title to the Property and the existence of an owelry of partition imposed

purpose of acquiring the entire for simple title to the Property and the existence of an oweity 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 gramed.

Reserval and Extension of Lieux Against Homestead Property.

The Note is reservable and extension, but not in extinguishment, of the indebtedness described on the attached Reserval and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights from and remother accurage the original holder of a note evidencing Borrower's indebtedness and the original lieux focusing the indebtedness are renewed and extended to the date of manuality of the Note in renewal and extended of the date of manuality of the Note in renewal and extended payment of Cash Advanced Assists Nov. However the Property.

and extension girthe institutes.

| X | Acknowledgement of Cash Advanced Against Non-Homestead Property.

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

28. Loan Note a Borrower language Equity Equity Type. The Loan evidenced by the Note is not an extension of credit as defined by Section \$8(a)(b) op-Section \$8(a)(r), Article XVI, of the Texas Constitution. If the Property is used an Borrower's residence, then Bosrower agrees that Borrower will receive no each from the Loan evidenced by the Note and that are addenced by the Property.

evidenced by the Note and that any advences not accessary to purchase the Property, extinguish an owelcy lies, complete construction, or partwood extend a prior lieu against the Property, will be used to reduce the balance evidenced by the Note of such Load will be modified to evidence the correct Load balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenents contained in this Security Instrument and in any Rider exceeded by Borrower and eccorded with it.

(Seal) -Ваприет

(Seal) -Borrower

TEXAS-Single Family-Family Monifordake May UNIFORM INSTRUMENT Form Max. 1401 (Figs 1) of 13 pages) (R&A) RASI 71000 - SIGNETS, by - Rev. 09/14/2006

County was acknowledged before me on Musch 30, 2007 by Kevin W. Com and Sheryl This its stromery N. Cole Printed Name My Commission Expires CAROL D. BELLOWY VOCAMUSEON EXPIRES 1884 23, 2010 TEXAS—Single Femily-Family MacFinddio Mac UNIFORM EXERCIMENT From Mac (MAA) RAG171006 - second to - Sec 19474-0006 (Fage 13-of 11 ages)

Loan No.: 9107020114

1-4 FAMILY RIDER (Assignment of Rents)

THEST 4 FAMIL'S RIDER is made this. Thirtieth day of March, 2007, and is incorporated into and shall be deemed to intend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same thate given by the undersigned (the "Borrower") to secure Borrower's Note to Capstar Lending, LLC (the "Lenders") of the same date and covering the Property described in the Security Instrument. and located at:

9409 Meedow Vale Austin, TX 78758 [Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lender further covenant and agree as follows:

A. ADDITION AT PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter strached 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, appliantes and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used if connection with the Property, including, but not limited to, those for the purposes of supplying or distributing beating cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and accepts control properties, plumbing, both tabs, water heaters, water closets, sinks, ranges, sloves, refrigerators, blanks, blanks, shades, curtains and cartain rode attached mirrors, cabinets, numling and attached floor coverings, all of which, including replacements and additions discrete, 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 basehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property." A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to

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, unless Londer 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 liew, Borrower shall not allow any lien inferior 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 reat loss in addition to the

other hazerds for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE DECETED, Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Leader and Bergewer otherwise agree in writing, Section

6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after Befault 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 axisting 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 unconditionally assigns and transfers to Lender all the cents and revenues ("Repts") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Leadler or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay Wet Berits to Lender or Lender's agents. However, Borrower 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 tenants of that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and hot an assignment for additional security only.

If I ender 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 sums secured by the Security Institution (ii) Lender

MULTISTATE 1-4 FAMILY RIDER - Funnie Man/Freddie Mac UNIFORM INSTRUMENT Form 3176 1/01 (Page 1 of 3 pages) (R&A) RAC | 71665 - M3130 mis - Rev. 08/36/2005

Loan No.: 9107820114

chall be extrict to collect and receive all of the Rents of the Property; (iii) florrower agrees that each tenant of the Property shall pay all floats due and unpaid to Lender or Lender's agents upon Lender's written demand to the penant; (iv) arises applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied like to determine the costs of faking coatrol of and managing the Property indicating the Rents, including but not limited to, attempts feels, receiver's fees, premiums on receiver's bonds, repair and maintananec costs, insurance propertions, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lander's agents or any judicially appointed receiver shall be liable to account for only those Rents aroundly 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 inadequatery 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 Reuts shy funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender security distributes pursuant to Section 9.

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

Lender, or Lender's agents or a judicially eppointed receiver, shall not be required to enter open, take control of or maintain the Property before or after appling signer of default to Borrower. However, Lender, or Lender's agents or a judicially application for entering do not say time when a default occurs. Any application of Rents shall not core or warve any default on 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 International are paid in full.

I. CROSS-DEFAULT PROYISION. 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 permutted by the Security Instrument.

MELTISTATE 1-4 FILMELY REDER - Faguir NawFreptle Max UNIFORM INSTRUMENT Form JETR 140 (Page 2 of 3 pages)

(REA) RASTISSS - MINITED NIN- SAV DELLEGOES

Loan No.: 9107020114 BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Bader. (Seal) Kevin W. Cole -Borrower (Seal) Sheryl N. Cole -Borrower MILLISTATE 1-4 FAMILY RIDER - Famile Mentreddle Mac UNIFORM CHITRIPIENT Form 3170 1/01 (Page 3 of 3 pages) (R&A) RA0171666 - rd3170.mls - Rev. 08/16/2005 FILED AND RECORDED 2007 Apr 03 05:50.9 GUERREROR \$78,80 DANA DEBERUVOIR COUNTY CLERK TRAVIS COUNTY YEXRS

### DANA DEBEAUVOIR, COUNTY CLERK

### Real Estate Index Detail

Report # 743261 Requested By REBECCA LAFLURE (WEBPUBLIC)

# Document Information

Instrument # 2008010744

Document Type: WARRANTY DEED

Date: 10/18/2011 01.53 PM

Date Received: 01/23/2008 03:01:15 PM

Book Type: book\_type

Index Status: Permanent Index

Book: book

Image? V

Page: pg

Comments:

Grantors

1 COLE KEVINW

2 COLE SHERYL N

MCDANIEL DEMETRIUS 3

Grantees

OPP HOMES INC

Legal information

LT3 BLK 24 LAS CIMAS SEC 1

Returnee Information

GRACY TITLE PICK-UP

Gracy Titte Co.

2009010744

2129-0703-0000

CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON. MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION ANY INSTRUMENT THAT TRANSPERS AN INTEREST IN REAL PROPERTY RECORD IN THE PUBLIC RECORDS: IS FILED FOR URITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date:

2008

Return

Grantor:

Qe and wife, Sheryl N. Cole and Demetrius McDaniel

Grantor's Mawing Address

4101 Wildwood 7601 Sandia Loop Austin, Tx. 78735

Grantee:

OPP Homes, Inc

Grantee's Mailing Address:

F.O. Box 140855 Austin Tx. 78714

Consideration:

A Promissory Note in the exiginal principal sum of One Hundred Sixteen Thousand and No. 160 Bolland (\$116,000.00) payable to the order of Stock Building Supply. L.C., which Promissory Note is secured by a Deed of Trust of even date to Melissa Westbrook, Trustee.

The debt evidenced by this Note is in part payment of the purchase price of the Property. The debt is secured by deed of this and by a vendor's light on the Property, which is expressly rotained. The lien created by the deed of four and the vendor's lien is transferred to Lender by the deed. The deed does not waive the venday's hell, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to be eclose under either of the liens without warving the other or may foreclose under both

Property (including any improvements):

Lot J. Block 24, of Las Cimas, Section One, a substivision in Travis County, Texas, according to the map or plat of record in Volume 65-Rage-68, of the Plat Records of Travis County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveywnce and Warranty:

Liens, if any, described as part of the Consideration and any other lights described in this deed as being either assumed or subject to which title is taken, validly existing essenent, rightsof-way, and prescriptive rights, whether of second or not, all presently recorded and validly existing instruments, other than conveyances of the surface foe estate, that affect the Property. and taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyante and the Exceptions to Conveyance and Warranty, grants, selfs, and conveys to Grantee the Pueperty,

GEWEDDOSS-KIL

together with all and singular the rights and appurtenances thereto in any way belonging, to have and or hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantee's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from conveyance and the Exceptions to Conveyance and Warranty.

Stock Building Supply, LLC. ("Lender"), at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

The veneor's Her against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

described is fully paid according to its terms, at which time this deed will become absolute.
When the context requires, should nouns and pronouns include the plural.
1/ // 1/
( ) / - W · Q · Q
KEVIN W. COLE
V// _
STATE OF TEXAS
COUNTY OF Lauis
This instrument was acknowledged before the January 118, 2008 by Kevin W. Cole.
WYNELL K. HALL WHAT PRICE STATE OF TEXAS  (CLYNNIC K & SALL
LANUARY 26, 2010 Wolzey Public. State of Texas
Grantee's Address/Return to:
7/_2
(/)
$\langle \langle \wedge \rangle \rangle$
Duplicate Page 21 i)

together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantee's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person vhomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Stock Building Supply, LLC, ("Lender"), at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's liest against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

The vendor's lieur against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

) SHEKIEK

STATE OF TEXAS

COUNTY OF Lay 3

This instrument was acknowledged before me January /8, 2008 by Sheryl N. Cole.

WYNELL K. HALL
HOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
JANUARY 26, 2010

Notary Public, State of Texas

Diplicate Rage 2(2)

together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds of antor and Grantee's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsever tax fully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Stock Building Supply, LLC, ("Lender"), at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

The vendor's liest against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

DEMETRIUS MCDANIEL

STATE OF TEXAS

COUNTY OF Jam'S

This instrument was acknowledged before me January 17. 2008 by Demetrius McDaniel.

Notary Public State of Texas

Grantee's Address/Return to:

Austin TX, 7871

Madeleine Coogler

Public

STORY Public

STORY OF STORY

MARCH 07, 2009

FILED AND RECORDED

OFFICIAL RUBLE RECORDS

2888 Jan 23 80:81 Ph 700

DAVISO \$28.00

DANA DEBEAUVOIR COUNTY CHERK

TRAVIS COUNTY TEXAS

# DANA DEBEAUVOIR, COUNTY CLERK

Real Estate Index Detail

Report # 743264 Requested By REBECCA LAFLURE (WEBPUBLIC)

# Document Information

Instrument#: 2008010744

Document Type: TRANSFER

Date Received: 01/23/2008 03.01:15 PM

Book Type: book\_type

Date: 10/18/2011 01:55 PM

Index Status: Permanent Index

Book! book

Image? ✓

Page: pg

Comments:

Grantors

COLE KEVINW 1

COLE SHERYL N

3 MCDANIEL DEMETRIUS

Grantees

STOCK BUILDING SUPPLY LLC

Legal information

LT 3 BLK 24 LAS CIMAS SEC 1

Returnee Information

GRACY TITLE PICK-UP

Return Gracy fittle Co.

2009010744

2129-0703-0000

CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY FILED FOR RECORD IN THE PUBLIC RECORDS: URITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date:

2008

Granton

e and wife. Sheryl N. Cole and Demetrius McDaniel

Grantor's Malving Address

Austin Austin, Tx.

Grantee:

OPP Homes. Lo

Grantee's Mailing Address:

.0. Box 140855 SWELSON TX. 78714

Consideration:

A Promissory Note in the exiginal principal sum of One Hundred Sixteen Thousand and No. 100 Bollars (\$116,000.00) payable to the order of Stock Building Supply, M.C. Which Promissory Note is secured by a Deed of Trust of even date to Melissa Westbrook, Trustee.

The debt evidenced by this Note is in part payment of the purchase price of the Property. The debt is secured by deed of trust and by a vendor's light on the Property, which is expressly retained. The lien created by the deed of frust and the vendor's lien is transferred to Lender by the deed. The deed does not waive the vendor's Iten, and the two liens and the rights created by this deed of trust are cumulative. Lender may decisto leteclose under either of the liens without waiving the other or may foreclose under both.

Property (including any improvements):

Lot 3, Block 24, of Las Cimas, Section One, a substivision In Travis County, Texas, according to the map or plat of record in Volume 65-Rage-88 of the Plat Records of Travis County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty.

Liens, if any, described as part of the Consideration and any other lights described in this deed as being either assumed or subject to which title is taken, validly existing easoments, rightsof-way, and prescriptive rights, whether of record or not; all presently recorded and walidly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantec the Property,

together with all and singular the rights and appurtenances thereto in any way belonging, to have und to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Stock Building Supply, LLC, ("Lender"), at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior ventor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

The vendor's Hep against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute. When the context requires, strauter nouns and pronouns include the plural. STATE OF TEXAS COUNTY OF Jan 3 This instrument was acknowledged before are January 1/18, 2008 by Kevin W. Cole. WYNELL K. HALL BOTARY PUBLIC STATE OF TEXAS CONTINUE TIPILES Public. State of Texas Grantee's Address/Return to: Duplicate Page 21]

ogether with all and singular the rights and appunenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Stock Building Supply, LLC, ("Lender"), at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

The vendor's her against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

V/

STATE OF TEXAS

COUNTY OF DIGUIS

This instrument was acknowledged before me January 18, 2008 by Sheryl N. Cole.

WYNELL K. HALL WITARY PUBLIC STATE OF TEXAS COMMISSION ELPHRES: JANUARY 26, 2010

Notary Public, State of Texas

Duplicate Rage 2(2)

together with all and singular the rights and appurtenances thereto in any way belonging, to have and so hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds together and Grantee's heirs and successors to warrant and forever defend all and singular the Property to Grantse and Grantee's heirs, successors, and assigns against every person whotherever terribly distining or to claim the same or any part thereof, except as to the Research from Conveyance and Warranty.

Stock Building Supply. LLC, ("Lender"), at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior ventor a lien against and superior title to the Property are retained for the benefit of Lender and are pensioned to Lender without recourse against Grantor.

The vendor's hear against and superior title to the Property are retained until each note described is fully paid according to it teams, at which time this deed will become absolute.

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

DEMETRIUS MCDANIEL

STATE OF TEXAS

COLNTY OF July 5

This instrument was acknowledged before me January 17, 2008 by Demetrius McDamel.

Notary Public State of Texas

Greater's Address/Resum to:

4.0. Box 140855 Austra, TX. 78714 Public or Javas surfaces was Con of 2009

FILED AND RECORDED

OFFICIAL RUBLIC PROCESS

make Beauty

2008 Jan 23 89 21 P

20080 HP44

DANA DEBEAUVOIR COUNTY CHERK

TRAVIS COUNTY TEXAS

GF#500085-KI

## DANA DEBEAUVOIR, COUNTY CLERK

Real Estate Index Detail

Report # 743303 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Date: 10/18/2011 02:16 PM

Instrument #: 2008051152 Document Type: WARRANTY DEED

Date Received: 03/31/2008 03:56:14 PM Book Type: book\_type

Index Status: Permanent Index
Image? ✓ Book: book
Page: pg

Comments:

COLE KEVINW

2 COLE SHERYL NELSON

1

Grantees

1 ROBERTS JUSTIN G

Legal Information

1 LT 5 BLK B DELWOOD SEC 1

Returnee Information

INDEPENDENCE TITLE

PICK-UP

ITTU CABI GRADISCESSOE-ARB

MANAGERIA

NO PGS

2008051152

RET INDEPENDENCE DTLE CO.

tions Rombor: 301760-11540504 authorstorycontactures

### WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON.
YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE POLLOWING
REPORMATION FROM ANY INSTRUMENT THAY TRANSFERS AN INTEREST IN
BEAL PROTERTY REPORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SECLARISECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE SPATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COURTY OF TRAVES

THAT JACVIN W. COLL. AND SHERYI, NELSON COLE., hereteather called "Grance" (whether confer requel for and in specialeration of the sum of TEN (\$10.00) and other good and valuable consists of the sum of TEN (\$10.00) and other good and valuable consists of the sum of TEN (\$10.00) and other good and valuable consists of the sum of the request of which is hereby acknowledged and conforma, and the fatter consistention of the supermomethic delivery by and Grance of one certain Prominery Nats in the principal flow 64-250,250.00, 54 types date herewith, payable in the order of AMERICAVE MORFIGAGE CORPORATION, destinates called "vicingages", bearing interest 17 Gs got thereps provided; such flow constraint the security received by Vesslov's Liou cases and vertical apprior in the required floring in 1800 of high Managages, and being often secured by a Dand of Train of even data between hitest Conference in VARSAL Fourtrees, and

WHEREAS, Mortgager has a sit special inspects and sequent of Grance, past to Grance a portion of the purchase price of the pageony hapathalian featurable, as applied to the above-described Nose, asid Vendor's Line against old professor attending the payerfron of said Notes to breefly energiand, mondowed and delivered on Mortgager. Grando hapathy excepting to task Mortgages, the said appears title to said property, substiguting and Mortgager to all after against each crossed and Grance in the personne by vanue of total least, and

Charlot has GRANTED, SOLD, and CONVEYED, and by other perfects some GRANT, SELL, and CONVEY unto mid Grantic, the following described property to upon

LOT S, BLOCK B. DELWOOD SECTION ONE ASCORDED TO THE MAY OR PLAT THEREOF, RECORDED IN VOLLIME A, RACE TO, PLAY RECORDS, TRAVES COUNTY. TEXAS

TO BAYE AND TO BOLD the shows described promups, negative with \$1 and singular, the rights and apparentations therefore is separate beinging onto may Creater being the foreign foreign. And Granter done trouby third blood [No being execution, and administration to recent and foreign the said province with said Commer, the house and delayer transmit every power exemples or behaving or to claim the same to any port theses.

Yaken for the surrest year have been precised and their payment it faturable by Calorina

This constraint is made subject to very said all relief and substants contribute, assertious religions was constrained to the particular with any last screening dust appealments charges agreement with any last screening dust appealment charges, as for an expension of screening dustries and contribute of the state of

The cut of any propose barrier to before to Granter in Granter in Granter about the demand a propagation of the charge Granter shallow Granter may be an individual heither made or families, a composition of a group of two or mate individuals, corporations and the propagation, and when this (final in propagation to to a corporation, or tracted, the words "below, executions, and administrators" or "below and sandyse" shall, with records to such composition or make, be closelled to make "increasing and propagation."

It is expectably regreed that the Vendor's Com is recommend to force of the payers of said Note applicant of above-described property, proteines, and improvements, and paid Note and all interior thereon shall have been fieldy paid activities to the literal thereof, when this dead shall become absolute.

EXECUTED this 17th day of March, 1668

Switte MP

Page 1 of Talapa

~
2 x 10 w. Ole x therfollow Call
(Seller) (Seller) (Seller) (Seller) (Seller) (Seller) (Seller)
STATE OF TOWAS COUNTY OF TRAVIS
Distribution was acknowledged before me on this of day of U/C1 20 X
OR OTTER'S ADDRESS:
CRANTER: ADDRESS: A1941 PARKWOOD ROAD AUSTIN, TEXAS 29/22 PHYLIS W. GAGE WHAT MELL STATE OF TEXAS COMPUTATION TEXAS APRIL 23, 2009
APRIL 23, 2009
5
(
GS/4000 MP Page 2 of 2 pages

ROBERTS Land Netaber 32706-31345804 MIN-136177330663177667 EXHIBIT "A" LOT'S, BLOCK B, DELWOOD SECTION ONE, ACCORDING TO THE MAP OR PLAT THEBEOP, RECORDED IN VOLUME & PAGE 251, PLAT RECORDS, TRAVIS COUNTY. Recorders Memorandum-At the time of recordation the instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All bleckours, additions and changes were present at the time the instrument was filed and recorded. FILED AND RECORDED OFFICIAL PUBLIC RECORDS 2008 Nar 31 63:58 PH 2008051152 DAVISD \$24.80 DAMA DESEAUVOIR COUNTY CLERK TRAVIS COUNTY TEXAS

## DANA DEBEAUVOIR, COUNTY CLERK

## Real Estate Index Detail

Report # 743316 Requested By REBECCA LAFLURE (WEBPUBLIC)

# Document Information

Instrument#: 2008051152

Document Type: TRANSFER

Date Received: 03/31/2008 03:56:14 PM

Book Type: bcok\_type

Date: 10/18/2011 02-27 PM

Index Status: Permanent Index

Book! book

lmage? ✓

Page: pg

Comments:

Grantors

1 COLE KEVINW

2 COLE SHERYL NELSON

Grantees

1 AMERISAVE MORTGAGE CORPORATION

Legal Information

1 LT 5 BLK B DELWOOD SEC 1

Returnee Information

INDEPENDENCE TITLE PICK-UP

ITU COBI GRILLOSCICSBUE-ARB

BUT WELL SOME

m

2388351152

J PGS

RET INDEPENDENCE TITLE GO

SCHOOLSTS Local Property (SPTS 6 ) DANSON NEXT (METTERMOLETY WIT

### WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAN-BEMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING EXPORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN BEAL PROTERTY BEFORE IT IS PILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECIAL-TRECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TRUSTA

KNOW ALL MEN BY THESE PRESENTS.

That Kevin M. Col.E. AND SHERVE NELSON COLE., assembler sailed "Granus" (whished consideration of the sum of TEN (\$19.00) and other good and valuable consideration for an expension of the sum of TEN (\$19.00) and other good and valuable considerations/of Granus" parts by JUSTIN G ROBERTS., A SINGLE PERSON, haretender sailed Granuse. "Inhebit of the superior of the substitution of the

WHEREAS, Mongage has at the special entrance and expect of Granter, and to Granter a portion of the purchase price of the above-described News, and Vendor's Little against tail property entire to a property of said Noth is hereby entire to, and delivered to Montgages the taid superty table to acid property, subscigning said Mongages to all the rights and consequently pulse gaining and Mongages to all the rights and consequently pulse gaining and Mongages to all the rights and consequently pulse gaining and Mongages to all the rights and consequently pulse gaining the property pulse gaining the gain to the pulse gaining the gaining the gaining the gain to the gain that the gain the

Orazion Naz GRANTED, SOLD, and CONVEYED and by dilay prompts does GRANT SELL, and CONVEY and text Granter, the following describes property to self-

LOT S, BLOCK B. DELWOOD SECTION ONE ACCORDING TO THE MAP ON PLAT THERROF, RECORDED IN VOLUME 4. NACE IN, PLAT RECORDS, THAVES COUNTY, TEXAS

TO HAVE AND TO HOLD the shove-described promote, together with till and surgelier, der rights and appartmentes thereuse in enjoying belanging once mig Couples, bight-instant conjugat, forever, and Occurrent does haveby bind blancell, his beits, successor, and administration, by narraes and forever defined all total singular decision persons with contrast, the beits and structure opening overy person whomspected bindfully challening or to their the same or any part Manager.

Tores for the corner year have neen province and then payment is placed by Openice.

Two necessaries is made subject to any and all valid and substating tempolates, examinately glas of way, this eventual continuous charges together with any two streaming dust page-degrader charges, arrived laws, architecture of monotopic architecture governmental audications, conditions that constitutes of the continuous of monotopic architecture described property as decreased angular girthe Coulony Clerk of said County.

The tax of any principal leavin to refer to Courses or Courses shall be detected a propagation principal across through Courses and or Courses may be an individual (either make or former), a competition, a participal at a group of two or more individuals, competition and/or participality, as when this principal by of to a competition, or Washes, the words "bein, nuncourse, and administrators" or "being and aparticipal shall, with respect to make propagation or closes, by construct to mean "successors and enterpo".

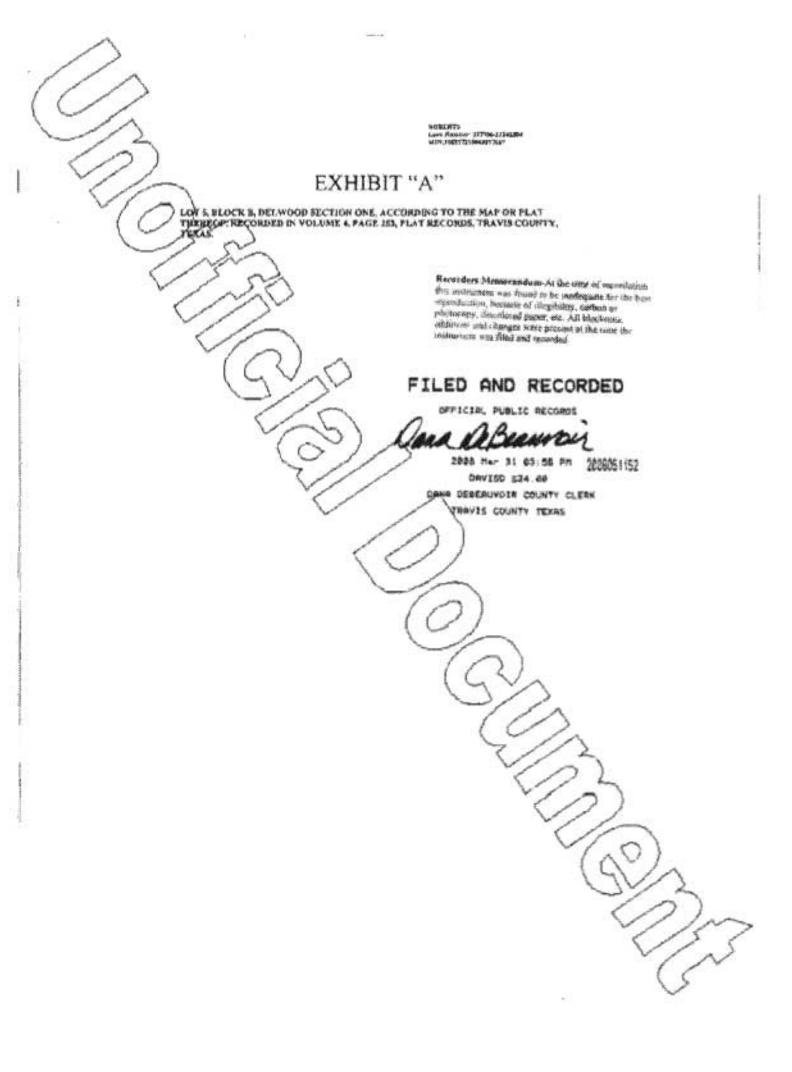
It is supposed agreed then the Vendor's User it returned to favor of the payer of said Nate agrees the above-destribed property, processes, and improvements, until said Note and all interest thereon shall have been fully poid mounting to the sames thereof, when this deep play the process absolute.

EXCECUTED min 27th day of March, 1886.

GHADOCHIE

Page I of 3 pages

THE RESERVE OF THE PERSON OF T	
$\langle \rangle$	
X 10 W. Ole X Sherf Hilliam Call  (Sallar) REVIEW M. COLE  SHERVIL HELSON COIR	
STATE OF TOWAS COUNTY OF TRAVES SS:	
The North name was school longed before me on this of day of UNIVERSAL 2008, by KEVIN W. COLE AND SHERVL NELSON COLEC	
NOTARY POBLIC	
GRANTER'S ADDRES.  DON PARK WOOD ROAD  AUSTIN, DRYAS 20/122  WHAT PARK STATE OF TEXAS  CONTINUES	
APRIL 23, 2009	
(53)	
(0)	
QV4000 14D Page 2 of 2 pages	
	>



# DANA DEBEAUVOIR, COUNTY CLERK

### Real Estate Index Detail

Report #743270 Requested By REBECCA LAFLURE (WEBPUBLIC)

Date: 10/18/2011 01:58 PM

# Document Information

Instrument#: 2009125283 Document Type: DEED OF TRUST

Date Received: 07/24/2009 03:05:28 PM Book Type: book\_type

Index Status: Permanent Index Book: book lmage? ✓ Page: pg

Comments:

Grantors

COLE KEVIN W

2 COLE SHERYL N

**Grantees** 

1 WELLS FARGOBANK

Legal Information

1 PT LTS 21 22 BLK 3 WILSHIRE WOOD SEC 3

Returnee Information

WELLS FARGO BANK 1000 BLUE GENTIAN RO EAGAN, MN 55121 F# 907380/Sm-5FC

REPORT FRANCES

15 PGS

2020125229

ATTER RECORDING RETURN TO WELLS EASOD BANK, NATIONAL ASSOCIATION WELLS FIND DOCS X5995-01M 1002-51:3E OESTIAN ROAD SOAW MEMBEROTA 55121

[Space Above This Line For Recording Date]

LOAN NO 0104073258

#### DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OF STRINE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT PRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER SKICENSE NUMBER

DEFINITIONS

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

- s dogument, which is dated JULY 20, 2009, together with all Riders to this "Security Instrum nt maure to document
- W. COLE, AND POUSE, SHERYL N. COLE. Borrower is the granter under this (B) "Borrower" Is KEVIN
- (C) "Lander" & WELLS FARGO BANK, NATIONAL ASSOCIATION. Lender is a NATIONAL ASSOCIATION Organized and origing under the land of THE UNITED STATES. Lander's address is WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARA, NEW JERSEY 07101-4701. Lander is the behalfolary under this
- -Jrixfue') Hogydig is 3800 HULEN STREET, FORT WORTH, TARRANT "Trustee" is OUDLEY BEADLES COUNTY, TEXAS 78107.
- (E) "Note" means the promissory core signed by Bostowe and deted JULY 20, 2009. The Note states that Borrower owes Lender FOUR HUNDRED POURTEEN THOUSAND EIGHT HUNDRED RETY AND GENOTHS.
- Dollars (U.S. \$414,850.90) plus Interest. Bogswer has gromised to pay this debt in regular Periodic Payments and to pay this debt in full not leave than AUGUST (1.2038).

  (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

  (G) "Lean" means the debt evidenced by the Note, plus thismal, any prepayment charges and tole charges due under the Note, and all sums due under this Security Instrument that are exclusively the Rights. The following riders are
- In be executed by Borrower Joheck box as applicable):
  - D Adjustable Rate Rider C Condomnium Rider D Second Home Rider □ Planned Unit Development Bider
    □ Biweekly Palment Bider D Balloon Rider C) Other(s) (specify) ☐ 1-4 Femily Rider
- (i) "Applicable Law" means at controlling applicable regions, state and local statutes, regulations, ordinances, and administrative rules and orders (that have the affect of two) as well as all applicable final, non-appealable judicial
- opinions.
  (J) "Community Association Dues, Fees, and Dues, Property by Association Dues, Prope sates Teans all dues, fees, essessments and other charges that are imposed on Borrower or the Property by a condominium-especiation, homeowners association or similar organization.
- similar organization.

  (K) "Electronic Funds Transfer" meens any transfer of funds, other than a translation originated by check, draft, or similar paper instrument, which is histand through an electronic terminal disprinciple instrument, computer, or imagnetic tape so as to order, instruct, or authorize a financial institution to debt or electronic an account. Such terminoluties, but is not limited to, point-of-spie transfers, automated teller machine transactions, transfers intrinsed by felighone, wire transfers, and automated clearinghouse transfers.
- "Eacrow Items" means those items that are described in Section 3. destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in teu of condemnation; or (iv) managementations of, or emissions as to the value and groundshipt the Property.

  (N) "Mortgage Insurance" means insurance protecting Lander against the nonbayepert of, or detault on, the Loan.

  (O) "Partiodic Payment" means the regularly scheduled amount due for (i) principal and inputes upder the Note.
- (O) "Particular Payment: Interes the regularity scheduled amount of the property of the point (ii) any amounts under Section 3 of this Security Instrument.

  (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. 5260 her sequenced in implementing regulation. Regulation X (24 C.F.R. Part 3500), as they might be amended from time to this, or any additional or successor tegislation or regulation that governs the same author matter. As used if this Security Instrument, "RESPA" refors to all regulations and restrictions that are imposed in regard to a "refured prorigade loan".
- oven if the Loan does not qualify as a "lederally related mortgage loan" under RESPA.

  (Q) "Successor in interest of Borrower" means any party that has taken title to the Property. nt hot that party has assumed Bonower's obligations under the Note and/or this Security Instrument.

waste full 1200

TEXAS Single Family Fennie MassFreddie Mee UNIFORM INSTRUMENT

Form 3544 \$491



# TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: 6) the repayment of the Loan, and all renewals, extensions and modifications of the Note: and (ii) the performance of Borrower's coverants and agreements under this Security distributions and the Note: For this purpose, Borrower interocably grants and conveys to Trustee, in trust, with power of split the following described property located in the County of TRAVIS:

BEING THAT-CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METER AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART MEMERY FOR ALL PURPOSES.

eurongy has the agolest of 4161 WILEWOOD ROAD, AUSTIN, TEXAS 78722 ("Property Address"):

TOGETHER WINS at the improvements now or hereafter erected on the property, and all essements appurtmenties, and stylenes new purements a part of the property. All replacements and additions shall also be covered by the Security instrument as the "Property."

BORROWER COLENANTS that Borrower is lewfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for excumbrances of record. Borrower visitizations and with digitalist georgicality, the total to the Property equities and demands, subject to any encumbrances of record.

THIS SECURITY MYSTREAGHT donbings unform coverants for national use and non-uniform coverants with limited variations by jurisdiction to objusticity a uniform security instrument covering real property.

UNIFORM COVENANTS, Remover and Lender covenant and agree as follows:

1. Payment of Principal, interest Escrow flows. Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of anti-inspatible, the debt evidenced by the Note and any prepayment charges and late charges due under the Note; Boorney shall albe pay funds for facrow flows pursuant to Section 3. Payments due under the Note and this Security Administration by payments due under the Note and this Security Administration of the Security Instrument is returned to Lender as payment under the Police of the Security Instrument is sequent to Lender inspat, Lender may require that any or all subsequent payments are under the lender and this Security Instrument be made in one or more of the following forms, as selected by Lander; jet cach, (b), inches years (c) certified check, bank check, treasurer's check or cashler's check, provided any turb create is always upon an institution whose deposits are insured by a faderal againsy, instrumentality, or entity of the received at the location designated in the Note or at such other total or as snay to designated by Lander the agenciance with special provisions in Section 15, Lender may extern

Payments are designated by Lender within received at the location designated in the Notin or at authorship as not be designated by Lender in apportance with the provisions in Section 15. Lender may extensive provisions in Section 15. Lender may extensive payment or partial payment or partial payment in the payment is at example of the payment insufficient to bring the Lean current, without waiver of any rights hereunder any accept any payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments 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 achedulad due date, then Lender need not pay whereas on unposted funds. Lender makes payment to bring the Lean current. A Barrower to do so within a reasonable period of time, Lender shall either apply such funds or return them to Barrower. If not applied earlier, such funds or return them to Barrower. If not applied earlier, such funds or return them to Barrower. If not applied earlier, such funds or return them to Barrower. If not applied earlier, such funds or return them to Barrower.

until Somewer makes payment to bring the Loan current. A Sorrower does not do so within a reasonable period of time, Lander shall either apply such funds or return them to Sorrower if not applied earlier, such funds will be applied to the outstanding principal betance under the Note temperature period of the outstanding principal betance under the Note temperature period of the Security Instrument or performing the convenents and agricum parts assumed by this Security Instrument.

2. Application of Payments or Presents. Except as otherwise described in this Security Instrument.

2. Application of Payments or Presents. Except as otherwise described in this Security Instrument.

3. Experience the Note: (c) amounts due under Section 3. Supply payments shall be applied to each Periodic Phyment in the order in which it became due. Any remaining amounts plus be applied first to late charges, second to any other amounts due under the Security Instrument, and then to reduce the product between of the Note.

If Lender receives a payment from Somewar for a desinquent Periodic Payment which includes a sufficient intention to pay any late charge due, the payment may be applied to the desired from Somewar to the replyment of the Periodic Payment is guitated by the Automatic of the Periodic Payment is applied to the Automatic of the Periodic Payment is applied to the Automatic of the Periodic Payment, such divises any excess exists after the payment is applied to the Aut payment of one opening Periodic Payments, such divises may be applied to any liste charges due. Voluntary prepayments shall be applied first premy prepayment charges and any excess exists ofter the payment is appeared or the payments shall be applied first to any propayment charges and may be applied to any lists charges due. Voluntary propayments shall be applied first to any propayment charges and

then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Presents to protectly due under the Note shall not extend or pushbures the drue date, or change the amount, of the Periodic Payments.

3. Funds for Excrow Berns, Borrows half pay to Lender on the day Payment Payments are due under see Note, crall the Note is paid in full, a sum (the "Funds") to provide for payment and payments are due under see Note, crall the Note is paid in full, a sum (the "Funds") to provide for payments and other terms which can entitle principly over this Security Instrument, and leaf or embryonists on the Property. If any; (b) lessehold payments or ground entits on the Property. If any; (c) providing for any arrive security in the payments are described by Removed. required by Lender under Section S. and (g) Marigage Insurance premiums, if any, or any surins physical by Borrower to Lender in the of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow items." At prigination or as any time during the term of the liften. Legger they require that Community Association Diers, Fees, and Assessments, if any, be extrawed by Somblers, and such dules, fees and essessments shall be an Exercy item. Borrower shall promptly furnish to Lender all notices of amounts to be paid. under this Section. Barrower shell pay Lender the Funds for Escrew Roms unless Lender waives. Barrower's conjugation to pay to Lender Funds for any or all Escrew Roms. Lender may waive Barrower's obligation to pay to Lender Funds for any arrangement of such waiver. Barrower may only be in writing, to the event of such waiver, Barrower shigh pay directly, when and whem payable, the appoints due for any Escrew agent for which payment of Fundanias before

was little 1800

Ferm 304s 1411

wayed by Lender and, if Lender requires, shall familish to Lender receipts evidencing such payment within such lime period re-Lender may require. Borrowe's obligation to make such payments and to provide receipts shall for all purposes billydeemed to be a coverant and agreement contained in this Security Instrument, as the phrese "coverant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Rema circotty, pursuent to a waiver, and ver lafts to pay the amount due for an Encrow Item, Lender may exercise its rights under Section 9 and pay such princing and Berrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke this waiver by to any or all Escrow forms at any time by a notice given in accordance with Section 15 and, upon buch plantighted, Biprower shall pay to Lender all Funds, and in such emounts, that are then required under this Section 3/

Lendershop of apprisms, 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 tender can require under RESPA. Lenders at the structure of Funds due on the basis of current data and reasonable estimates of expenditures.

Lendergrad petitively transferred Funds due on the basis of current data and reasonable estimates of expenditures of duture Eatron floring cylitherities in accordance with Applicable Law.

The Edinds yield fighted in do institution whose deposits are so insured by a federal agency, instrumentably, or entity (industing Landay?) Lender julien institution whose deposits are so insured) or in any Federal Home Loan Benk, Lender shall apply the Funds is pay the Estrow Items no later than the time specified under RESPA. Lender 3558 not charge Borrower An holping sychapacyling the Funds, severably analyzing the estrow account, or vestiging the Estrow Items, unless Lender plays before a funds on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is priede by enting or Applicable Law requires interest to be paid on the Funds. Lender shall not be required to pay Borrower gay experient or servings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be pried on the Funds. Lender shall give to Borrower, without charge, an arrived accounting of the Funds as required by RESPA.

If there is a surgice of Funds field in escript, its defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. (If there is a shortage of Funds field in escript, 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 shortings in secretary as defining of Funds held in estrow, as defining or the Bespa. Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shorting in secretary as deficiency of Funds held in estrow, as defining or the RESPA. Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make

shall pay to Lander the amount processery to Tibbs up the deficiency in accordance with RESPA, but in no more duen

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

any Funds held by Lender.

4. Charges; Liene. Borrows: shall pay all taxes, assignments, charges, fines, and impositions still busble to the Property which can attain proofly, giver tiple Sectifity. Instrument, leasehold payments or ground rents on the Property, if stry, and Community Association Dayer. Feest and Assessments. If any. To the extent that these lients are Encrow terms, Borrower shall pay than lagther, framer provided in Section 3.

Borrower shall promptly discharge say then which has priority over this Security instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the liet in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the liet in a manner acceptable to Lender, but only so the live in liese proceedings which in Lender's epinion operature, to prevent the enforcement of the Feet white those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the front an agreement statisfactory to Lender subordinating the ten to Mis Segurity Instrument. If Lender determines that any part of the Property is subject to a first which can also priority over all substitutes. Lender may give Borrower's notice identifying the lies. Within 10 days of the date on which that notice is given, Borrower that saddy the lies or take one or more of the actions set forth above in Dis Section 4. take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge-fit; a real about tax ventication and/or reporting service.

used by Lender in connection with this Loan.

used by Lender in connection with this Loan.

3. Property Insurance. Bettewer shall keep the improvements now existing or hereafter erected on the Property Insurand against loss by firs, hazards included within the temp "extended coverage," and any other hazards reclading, but not institud to, earthquakes and floods, for which better provides insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that tender requires pursuant to the preceding sectamose can change during the harmon of the Loan. The treurence center providing the insurance shall be chosen by Borrower subject to Lender's right by displaying the treurence center providing the insurance shall be chosen by Borrower subject to Lender's right by displaying the first tender in the treurence center providing the insurance shall be chosen by Borrower subject to Lender's right by day in convection with the Loan. either: (a) a one-time charge for flood some determination and certification services and subsequent charges with tips remarking the transport of single remarking the control of single remarking the flood some determination may find a subject such determination or certification. Surprise shall also be responsible for the payment of any flood some determination resulting from an objection by Borrower. Sood zone determination resulting from an objection by Borrower zona determination resulting from an objection by Borrower.
If Borrower falls to inscribin any of the coverages described above, Unide-May obtain/opurance occurage, at

tender's option and Borrower's supease. Lender is under no obligation to propiets any getting space or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not project jidinover's greater or leaser coverage than was previously in effect. Borrower scknowledges that the cost of the impringe coverage to obtained might springer provide greater or leaser coverage than was previously in effect. Borrower scknowledges that the cost of the impringer coverage to obtained might springer provide greater or leaser coverage than was previously in effect. Borrower scknowledges that the cost of the impringer coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Buy another distribution to the cost of the cost o shall bear televost at the Note rate from the date of distursement and shall be payable with sucy interest, upon notice

from Lendar to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be sobjected withdrift right to All insurance postores required by Lender and remeware or even postores area or supported and reme Lender of mortgages about rea an additional loss payer. Lender shall have she right to hold the policies and remewal considered. If Lender requires. Somewer shall promptly give to Lender all receipts of paid premiums and renewal notices. If Employer-Children any form of insurance coverage, not otherwise required by Lender, for develope in, or destruction of the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgages and/or as any adjoint loss. payee.

Indian XUC/SA U

TEXAS-Single Family-Penale MaeX raddle Max UNIFORM INSTRUMENT

man 3 61 8 5

in the event of loss, Barrower shall give prompt notice to the Insurance serrier and Lender. Lender may make proof of deep if not made promptly by Bernseer. Unless Lander and Bornower extensive agree in willing, any insurance proceeds, whether or not the underlying insurance was required by Lember, shall be applied to restoration or repay of the Property 2 the responsion or report to economically leasable and Lender's security is not tessened. Daring such facuus and expression period, Lender shall have the right to hold such fraumnos proceeds until Lender has her an property to liggoest such Property is ensure the work has been completed to Lender's selection, provided that quely-inspection skyll be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a horse payment or it is series of progress payments as the work is completed. Unless an agreement it made in writing or Authorative Vew pagures interest to be paid on such insurance proceeds, Lander shall not be required to pay Borrowel any interest or build estudiers, or other third parties, retained by Borrowel and the paid gut of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is got-food-ornically-legistate or Lander's security waxed be lesserted. The insurance proceeds shall be applied

or replat is not confined when the content is security would be becomed, the insurance processes shall be explice to the sums species by the period in the order or not then due, with the expect, if any, part to Borrower. Such managed proceeds shall be applied to the order provided for in Section 2.

If Software steepdows that Brigary, Lender may life, responsive and settle any evaluable measures element and related matters. If Berhower descript September 1999 to a make from Lender that the managed carrier has offered to satile advant, when J. Andr. Any responsive and settle the claim. The 20-day period will begin when the outlook regiver, in either event, or if Lender sequires the Property under Section 22 or otherwise, Bernower hereby except to Lender (a) Bernower's opinity instrument, and (b) any other of Bernower's rights (other that his right to any refund of unserted premiums pared by Borrower's Junder all preparation profess investing the Property. Institute as such rights are association to the coverage of the Property, benefit may use the insurance proceeds either to trapis to reside the Property or to pay amounts proceed, and or all preparations to the coverage of the Property, benefit may be such rights are association to the coverage. Software shortware that Sections is the stronger to the Property of the Property or to pay amounts be absolutely of the Sections of the surance proceeds either to receive the Property or to provide the absolutely of the Sections of the occupancy, prices tender to because agrees in writing, which consent shall not be unreasonably withheld, or unless externating directions and which are beyond flortware's control.

control.

7. Preservetion, Maintenance, and Protection of the Property: Inspections. Borrower shall not destroy, demaps or impair the Property, Moy the Property to detenants or commit visits on the Property. Whether or not Borrower is restiting in the Property. Berevert shall mailtain the Property in order is prevent the Property from deteriorating or decreasing in value out go the specific. Unlike it is determined pursuant to Section 3 that repet or restoration is not economically teacher. Borrower that property in repet the Property if damaged to avoid further determination or damage. If insurance of condensation proceeds we set in connection with damage to, or the taking of, the Property, Borrower shall be residually by repetiting or restoring the Property andy if Lander has released proceeds for such purposes. Lander may disturbly proceeds the translation or condensation in a single payment or to a series of progress payments as the work is applicated. If the lapstrance or condensation proceeds are not sufficient to expair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of each repair or restore the Property. restoration

Lender or its agent may make reasonable empts upon and inspections of the Property. It is has reasonable cause, Lender may inspect the interior of the improvements to the Property. Lender shall give Bonower reduce the time of or prior to such an interior inspection specifying such reasonable cause.

3. Bonower's Loan Application. Bonowity shift to in disfault if, during the Loan application process.

 Borrower's Loan Application. Scrowing shift to in default if, during the Loan application process. Borrower or any persons or entries acting at the direction of Beginness with States or Service as personne personness, midwelling, or inaccrate information will all properties ablandar (or failed to provide Londor with material information) on opposition with the Loan. Material supprepriations reducts, but are not tribled to representations concerning Borrower's principal restriction.

9. Proteotion of Lander's Interest in the Property and Bights' Under this Security Instrument. If (ii) Surrower laids to perform the coveragens and agreements outpracting in this Security Instrument. (ii) there is a larger proceeding that might significantly affect Lander's interest in the Property Artificial Information of Security Instrument or to enforce level or regularishes; to the characteristic manual trials as a proceeding to bankingtory problem. For condemnment or Security Instrument or to enforce level or regularishes; to the characterist in the Property. Then Lender may do and only for whatever is reasonable for appropriately the under this Security Instrument, including protecting and paying the value of the Property and regularishes and account to the Property and securing another this Security Instrument, including protecting another biglied as its paying any some security by a first which has privately user this Security Instrument. (I) appropriate to applying measurable. secured by 8 fers which has priority over this Security trestructions; (ii) separating is quart, and (c) paying reasonable sourceys fees to protect its interest in the Property ancier rights under this Security Ingovers, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not liquid by lentering the Property is misker repairs, change focks, replace or board up doors and windows, their wolfs from tack, elements suiting or other code violations or dangerous conditions, and have utilities samed on \$200. Apprough Leader may have action under this Section 9. Lender does not have to do so and is not under any duty or objection to 50°c. It is squeed that Lander mours no labelity for not taking any or all actions subhorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional disput Segment secured by this Security Institution. These amounts shall bear interest at the Role rate from Typing of disbursations and shall be playable, with such interest, upon notice from Lander to Borrower requesting payment.

If this Security instrument is on a leasehold. Borrower shell comply with all the ploughous at the lease of Borrower socialists shell not margarized Lander agrees to the Borrower socialists see title to the Property, the Natischold and the less that not margarized Lander agrees to the Anerger in setting.

10. Mortgage insurance. If Landah required Mortgage Insurance as a condition of ligg shall play the premiums required to maintain the Mortgage Insurance in effect. If, for any of Essurable coverage required by Lender ceases to be available from the mortgage income that galactic such interesting designated payments toward by: Mongage Insurance, Borrower shall pay the promiums required to obtain coverage substantially adjulying to glo Morropage Intervence previously in effect, or a cost substantially equivalent to the cost to Bono

mm 442/500

TETAS-Since Family-Family MacKinskip May SHIPDAM NOTHUMBET

regulated previously in effect, from an internate mortgage treuter selected by Landor, if subsentiably equivolent promptings regulational contents to pay to Landor the amount of the expansionly Sessionated Jayments that were due when the inscrarge coverage cassed to be in effect, center will accept, use and recting these convergers, as a non-refundable toes reserve in few of Mortgage Insurance. Such loss reserve shall be Proper changehia, individualisating the text that the Loan is uternately paid in fust, and Lender shall not be required to pay plantage and interest or exterings on such loss reserve. Lender call no longer require loss reserve payments if textigage insurance coverage (in the amount and for the period talk Lender requires) provided by an exerce selected by Lender again becomes available, is obtained, and Lender requires as condition of making the Load and Borrowal was recipied for the period to the security designated payments toward the period to the provider of the provider of the provider and Borrowal was recipied to make apparently designated payments toward the premiums for Mortgage Insurance. Borrowal and positive premiums required to maintain Mortgage insurance in effect, or to provide a representation and analysis of the following for such termination or call termination is required by Applicable Law. Nothing in the Seption to affects perceive a obligation to pay interest at the rate provided in the Note.

Mortgage thousands remitted that out of such requirements in the facts for certain toward in the rate provided in the Note.

Mortgage thousands that as spread. Borrower is not a party to the Mortgage insurance.

Mortgage thousands that the total risk on all such impurance in facts form time to line, and may enter the agreements with other periods that their mortgage insurance in the other toward. These agreements. These agreements for provide the mortgage insurer and the other toward or funds that the mortgage insurer. op-relugable, redwinstanding the test that the Lown is ultimately paid in first, and Lengar shall not be required to pay

agreements may make the fronting insurer to make payments using any source of funds that the mortgage insurer may have available furties physically include, funds obtained from Mantgage insurers premiums).

As a result of these agreements, Lendar, any purchaser of the Note, another vesces, any reinsurer, any other entity, or any afficials of any of the foreigning, gaffy receive (directly or indirectly) amounts that derive from (or might be characterized as ) a portion of flourosteps payments for Mortgage treatments, in exchange for entering or mortgage insurer a risk, alreadocing losges. It such expresents that an utilities of Lendar takes a share of the insurer's risk in exchange for a stillare of the fremiums 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 Assart, Such agreements will not increase the amount Borrower will now for Mortgage Insurance, and they will not applie Borrower to any refund.

(b) Any such agreements will not effect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Nomeowners Protection Act of 1993 or any other law. These rights may implice the right to receive certain disclosures, to reguest and obtain bencefistion of the Mortgage insurance, to have the Mortgage incurance terminated automatically, applier to receive a refund of any Mortgage Insurance premiums that were uncerned at the being of auch concelletion or termination.

11. Assignment of Miscetteneous Frocesis; Forteiture, At Miscetteneous Proceeds are hereby assigned to

and shall be paid to Lander.

and shall be paid to Lander.

If the Property is demaged, such Miscellamous Process shall be applied to respection or repair of the Property, if the restoration or repair is economically feed to end Applied to economically feed to end Applied to economically feed to end Applied to economy is not respect to the season of the property of the Applied to the Applied t Litry requires interest to be paid on such Miscellananch Proceeds, Lender shall not be required to pay florrower any Merest or earthings on such Miscellaneous Proceeds. With patitionally for repeix a not economically feasible or Lender's security would be repsened, the Miscellaneous Phylosographial be applied to the puris secured by this Security instrument, whether or not then then, with the excess if you, paid to Bormwer. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

whill be applied in the critic provided for in Section 2.

In the event of a total baking, destruction, or ties in value of the Property. The Macerianeous Property shall be applied to the event excused by this Security Estimates. Whereas or full them due, with the excess, it say, put in

In the event of a partial taking, destruction, or loss in value of the Pyticedy in junior the test market value of the Properly immediately before the partial taking, destruction, or loca is vegus in legalitic or precise than the amount of the sures excursed by this Security restruction terminately before the bifflight taking, transmission, or loss in veloc, unless borrower and Lander otherwise agree in writing, the sums becomed by this Decurity instrument shall be reduced by the Staying hydrograph the total amount of the Sums tecorial immediately before the partial taking, destruction, or rose is value deliced by \$6,996 for immediately before the partial taking, destruction, or rose in value. Any delarate shall be paid to

In the event of a partiel second, destruction, or loss in value of the Property in which we are market value of the Property inner-dangly before the partial taking, destruction, or loss in value by jets then the allocure of the sums sometisting before the partial tening, destruction, or loss in value, unless the partial tening, destruction, or loss in value, unless the partial tening destruction, or loss in value. agree in serging, the Macellanouse Proceeds shall be applied to the sums secured by Figs Septimy diagrament whether print the sums are then due.

If the Property is abendoned by Borrower, or X, after oction by Lander to Borrower trapple Doppling Posty (see defined in the next sensince) offers to make an award to bable a claim for garrages, byfroyed tally in respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and dock the Magnillaneous Princetts within to restoration or repair of the Property or to the same secured by the Sacretty hydrories, whether or not from due. "Opposing Porty" means the third party that owes Borover Miscellaneous the party against whom Borrover has a right of action in regard to Macabaneous Proceeds.

Borower shall be in default if any action or proceeding, whether cold or criminal to being saffe, the Pylicatil judgment, exald result in forfeiture of the Property or other material impairment of Lender's intell rights under this Security instrument. Bornower can one such a default and, if acceleration has degree printfilled in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in 🕅

man This / SOC

TRXAS-tingle Farmy-Farms Manifeshilds May UNIFORM INCOMPRENT

mess

prophosoptoriosure of the Property or other material impetment of Lender's interest in the Property or rights under this Security frequency. The property or rights under this Security frequency. The property or all the materials of the impelment of enderly interest in the Property are horsely assigned and shall be pold to Lender.

All Mijote laneous Proceeds that are not epolled is restoration or imperiod the Property shall be applied in the

provided for in Section 2

12 Bermejer Not Released; Perbearance By Londer Not a Waiver. Extension of the time for payment or population of enfortization of the sums secured by this Security Instrument granted by Lender to Bornweis or any Subsection in financial of Borrower shall not reperste to release the lability of Borrower or any Successions in Precess of Successor is financial of Borrower shall not operate to release the lability of Borrower or any Successors in Premied of Borrower Lander shall not be required to commissive proceedings against any Successor is interest of Borrower or to refuse to operate by the Security Wilderson or to refuse to operate by the Security Wilderson or to record by the Security Wilderson or to record by the Security Wilderson or to be successored by the Security Wilderson or the Security Security

other Borrower can agree ta estembly tookly. Forbear or make any accommodations with regard to the terms of this Security Instrument by the figure without the co-signer's consent.

Security instrument for the foundation of Denthum 18, any Successor in Interest of Borrower who assumes Borrower's obligations or the Separity Instrument in private, and is approved by Lander, shall obtain all of Romower's obligations and security Instrument Unique the Denthum 19 in the released from Borrower's obligations and lability ander this Security Instrument Offices Lepdeh payking in such meleses in writing. The commerce and agreements of this Security Instrument shall also (egopolis payking in such meleses in writing. The commerce and agreements of this Security Instrument shall also (egopolis payking in such meleses in writing. The commerce and agreements of this Security Instrument and Charges. Lender flaw (egopolis payking in Borrower fees for services performed in commercian with Borrower's observed for the purpose of projecting Center's observed in the Property and rights under this Security Instrument and Commercian and restaurces free to Represent the any other fees, the absence of express authority in the Decurity Instrument or Legislative Instrument, and the security in the Decurity Instrument or the Applicable Law.

If the Loan is subject to a less which the properties in commercian with the Loan is subject to a less when the properties in the mercent or other can charge shall be refund by advantaged by the amount commercian with the Loan second the permitted limits them to the commercian with the Loan is subject to a less when the properties in the commercian with the Loan second the permitted limits them to the commercian with the Loan second the permitted limits then the less of by making a close to properties and to any sums already solected from Commercian which entered feets will be refunded to Borrower. If a related reduces private, the related properties or by making a closet payment to Borrower. If a related reduces private, the related properties or by making a closet payment to to Borrower. If a reland reduces principal, the reducing wid be based as a partial propayment without any propayment charge (whether or not a prepayment charge is provided for under the Note). Someward accordance of any such ratified made by direct payment to Borrowey will gottestyle a justicer of any right of action Somewar might

have arising out of such oversharpe.

have arrang out of such overcharge.

15. Rections. All notices given by Bonower is Langer to connection with this Security instrument must be in vesting. Any notice to Bostower in connection with this Security legislatures aliast be deemed to have been given to bonower when marked by that class melt or when ellipsify deprings an approper a notice address if sent by other means. Notice to any one Bostower shall connected an increase property and property Address furthers (appropriate Applicable Law expressly requires otherwise. The notice address that he the Property Address furthers for the designated a substance notice estimates by notice to Lender. Bostower shall promptly notify Lender by Bostower's change of address. If Lender specifies a procedure for reporting Bostower's change of address they foreign that specified procedure. There may be only one designated inopic subtases under this Security Instrument as any area sine. Any notice to Lender's within by given by notice to by indirecting it by first class resit to Lender's editions shall be received by Lender's editions shall be received by Lender's editions that forms under his dissipated enoting regions to Lender's editions to Lender's editions that in the security Instrument alian not be deemed to have been given to Lender's editions received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law recurrement will assistly the corresponding requirement under sits Security instrument.

the corresponding requirement under the Security instrument.

18 Governing Law, Severability; Rules of Construction. Que Security instrument shall be governed by federal line and the jurisdiction in which the Property is tonerally thing and objection consented in this Security Instrument are subject to any requirements and institutions of Applicable Law applicable Law might explicitly show the parties to agree by bostnad or 8 might be seen, but four in the construed as a probability show the parties to agree by bostnad or 8 might be seen, but four in the second or the law and consecutive that any provision of the Security Security Security in the second of the security Security

which can be given effect without the conflicting provision.

As used in this Security Instrument. (a) words of the resecutive gender what years yet, include corresponding nauter words or words of the familiane gender. (b) words in the singular shall make and instude tog phiral and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any familia.

17. Borrower's Copy. Borrower stati be given one copy of the finds and of the flacung figuration.

18. Transfer of the Property or a Sensitivité transact in Socraters. As used of the flacung figuration to find the Property means any legal or beneficial interest in the Property, modulary, but not immedia, price parentical interests versioned in a borro for deed, contract for deed, including entire sales contract or opens, agreemant, per historical which is the transfer of side by Borrower at a future date to a purchaser

If all or any part of the Property or any interest in the Property is said or manatemed (of it bortower is not e matural person and a beneficial interest in Borrower is sold or transferred) without Lander's prior without property under may require memoriate payment in tall of all sums secured by this Security Instrument, However, this option shall not be exercised by Lander if such exercise is prohibited by Applicable Law.

If Lander assesses this option, Londer shall give Borrower notice of acceleration. The notice-shall provide

town paid 1500

TEXAS-GINES FAMILY FRANCE MANIFING HIS UNIFORM INSTRUMENT.

Farm 2044 1:01



period of got loca duen 30 days from the date the notice is given in accordance with Section 15 within which Borrower gods payed a me secured by this Security instrument if Borrower lette to pay these sums prior to the expiration of this period-Lander may invoke any remedies permitted by this Security Instrument without further notice or demand on

15. Domower's Right to Reinstate After Acceleration, if Borrower mosts certain conditions, Somower shall have the right-suitave enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five pays folding sale of the Property pursuant to any power of sale contained in this Security instrument, (b) such other contained in this Security instrument. These conditions are better (a) pays to reinstate, or (c) entry of a judgment entitleting frie Security instrument. These conditions are that Security instrument. These conditions are that Security Lender all same which then would be due analytic Security Instrument and the Note as if no ecceleration had occurred (b) cares any default of any other coverhants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to a great and other lens incurred for the purpose of contacting Lander's Intelligian the Property and rights under this Security Instrument, and (d) takes such author so

Inneeding Lender synthesis have, properly and rights under this Security instrument, and (d) issues such eation as a center may frequently industry industry in the Property and rights under its Security Instrument, and (d) issues such eation as a center may frequently industry industry in this Security instrument, and Borrower's configuration are the summer and exponent in the continuous unchanged. Lender may legions grief Borrower(payaster) reinstriament aums and exponent is one or more of the following forms, as selected by Lender, (b) finger, through dy driven upon an institution whose deposits are insured by a federal againty, trainumentality charity, of (d) Effectivitie Funds Transfer. Upon reinstatement by Borrower, it's Security instrument and obligations secured hearty, their remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply priby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply priby chair remain fully effective as if no acceleration had occurred. However, this right is religible with this Security Ingrumphil can be still one made the willout prior notice to Borrower. A sale might result in a change in the chilin (known girthy Logh Servicer) that octed to Periodic Payments the under the high and this security instrument and applicative Lev. Desprises pitch the one or more changes of the Loan Servicer unreasted to a sale of the high of these is a change of the Coan Servicer. The notice is not an accelerative unreasted to a sale of the high of the servicer payment and applicative Lev. Desprises pitch the outers to which payments should be made and any other information PESPA requires in beyondous pitch is processed to which payments should be made and any other information PESPA requires in beyondous pitch is processed to servicing. If his hote is noted and therefore the highest that the other party has breached drive provises of the transfer and municipal to the Security Instrument Section 20.

21. Histordous Substances. At used in this Section 21: (a) "Hazardous Substances" are those substances 21. Hazardous Butattances. As used in this Section 21. (a) "transfour Suprances" are more substances defined as tools or hazardous substances, postutants, in vessite by Eustromercalic with the tollowing substances; panding, harosens, coher faromatile or tools petroleum/peredulps, tonic petroleum, instances and herbiddes, votatile activents, materials obtaining astractous in formatilatingle, and radioactive materials (b) "Environmental Low" means federal laws and laws of the unfolkition where the Property is constant applied to bealth, astery or environmental protection; (c) "Environmental Classing" includes any response action, remposal policy, or removal action, as defined in Environmental Law; and (ii) an "Environmental Condition" ynorths a position, that can cause, constitute to, or

Informer shall not cause or permit the presence, use, dispose, corage, or release of any Hazardous Substances, or the presence of the Property. Bottomer shall not do, nor now wryone size to do, snything effecting the Property (a) that is the reflected day Environmental Condition or (c) which, due to the presence, we, or release of a Hazardous Substance, treates a condition that adversely effects the makes of the Property. The preselling live between shall not apply to the presence, use or alonge on the Property of exact quantities of histograms frequency fingline generally recognized to be expressible to corrulal recitability passes and in malmanance of the Property (including but not limited in the expression of the presence of the property of the presence of the presence of the presence of the property of the presence of the property of the presence of the presenc

hisbahdous autoriances to presumer products).

Once apoptances in consumer produces). Decrever shall promptly give Lander written nation of (at any investigation, closer, damped, taxanit or other Sections year promptly give causes within reason or (a) any investigation, cause, gen, and, saw the content section by any governmental or regulatory against or private party involvent and any Hazardova Substative or Environmental Law of which Barrower has actual investigat, and any Environmental Condition, including but not senial to, any applicing declarage, release or threat of refection of property Substance, and (c) any condition caused by the presence, use or release of a tracardova Substance which adjugately authority, for any private party, that any removal or other noticestance of any Hazardova Substance effecting the Progerty is necessary, Barrower shall promptly take at necessary remedial actions in accordance with Environmental and Actions are forested and accordance with Environmental and Actions and Actions and Actions and Actions in accordance with Environmental and Actions and Actions in accordance with Environmental and Actions and Actions and Actions and Actions in accordance with Environmental and Actions and Action shalf treats any obligation on Lender for an Environmental Cleanup

NON-LINEFORM COVENANTS. Homowor and Lender Author covenant and agrile of being 23. Acceleration: Remedice. Lender shall give notice to Borrower prior to exploration following Surrower's breach of any overnant or agreement in this Society instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall openly: (ii) the default: (ii) the action required in cure the default: (c) a date, not loss 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 d-setting the date.

war built fell C

mybrs

age was in the motion will requit in economication of the curve excured by this Security Instrument and cale of the Property. The notice shall further inform Borrower of the right to retretate after ecceleration and the right-right bring a court solion to assert the sen-existence of a defeult or any other defense of Borrower to allog and sale. If the default is not cured on or before the siete specified in the notice, Lander at its option may require immediate payment in hull of all nums secured by this Security instrument without further demany and way involve the govern of sale and any other remedies permitted by Applicable Low. Londar shull be safigled to collect all expenses incurred in pursuing the remedies provided in this Section 22. Including, Buf not limited to), reasonable atturneys' fees and costs of title evidence. For the purposes of this Section

can not amount to. I reasonable enterneys take and costs of the evidence. For the purposes of this Saction 22, the term "sander" includes any holder of the Note who is entitled to receive payments under the Note. If \$ entitle includes the power of sale, Lender or Trustee shall give notice of the time, piece and terms of sale by posting and filing the notice at tests 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy, of the notice of filing the notice at tests 21 days prior to sale as a provided by Applicable Law. Sale shall be made at public vendus. The sale/quest flagin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 u.m. and 4 put, on the first Tuesday of the month. Borrower authorizes Trustee to saliche Purposity. By highest bidder for cosh in time or more parcels and in any order Trustee determines. Cander or its designee may purchase the Property of any sale.

determines. Cender or its debignes may purchase the Property of any sale.

Trustee shall debig in the perchaser Trustee's dead conveying indefeasible title to the Property with communic of general wertern; from Borrower, florrower coverants and agrees to defend generally the purchaser's diseast the Property against all claims and demands. The recitais in the Trustee's deed shall be prime facts avidence of the trustee the statements mode therein. Trustee shall apply the proceeds of the cale. in the following order (4) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attermeys' fees; (b) to all surpersecuted by this flectuity instrument; and (c) any excess to the person or persons legally entitled to it.

Property is said pursuant to this Section 22. Berrower or any person holding possession of the Property through Borrower styll infrustilated currender possession of the Property to the purchaser at that sain. If possession is no surreadered, Serrower or such person shall be a tenant at sufference and may be

sein. If possession is not surrabdated, flahrower 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 such secured by this Security Instrument, Lender thall provide a release of this Security Instrument to Bornway of September 1 destroyed agent in accordance with Applicable Law. Someway shall bey any recordation costs. Sender may otherwise Bornway a fee for releasing this Security Instrument, but only if the fine is paid to a third party for services explained the party for services may be secretared or performed by only if remodes acting alone of Trustee under this Security Instrument may be secretared or performed by only if recording alone or sepactor. Lender, at its account with or without cause, may from time before, by alone of according of one or sepactor. Lender, at the account with or without cause, may from time before, by alone of accordance without the necessary of any formally other than a designation by Lender in writing. Without any further act or accordance of the Property the substitute, accidence for accordance trustee shall become vested with the file. Tables, primedes, powers and duties contented upon Trustee forths and by Applicable Law. herein and by Applicable Law.

harvin and by Applicable Law.

Trustee shall not be liable if sicting upon any nonois, request, consent, domand, statement or other document, believed by Trustee to be correct. Studge shall not be liable for ally eights consessed unress such assist or onlesson is skillful.

25. Bulbrogation. Any of the proceeds of the hints food to take to centraining home against all or any part of the Property have been selvenical by Limiter at Burbyust E-Property have been selvenical by Limiter at Burbyust E-Property have upon Burbyuses's regresseration that such amounts are due and are sequent by said liens against the Property Laurens shall be extragated to any and all rights, superior little. Fend and equalities owind as allotted by any hydrer or flatter of any expending term and dates, regardless of whether shall liens or debta are accurred by Langer by properties or are retrained by the hydrer shall be any expending the residence of the properties of the prop

26. Partial trivalidity. In the event any portion of the sums trianched to be secured by this Security Inscriment cannot be leading because thereby, payments in minister of such surge year per section for to more persons not

secured hereby.

27 Purchase Money, Owelry of Partition; Romental and Estangion, of Lians Against Homestand Property; Asknowledgment of Ceah Advanced Against Non-Horfestyled 9 Check box se applicable:

Purchase Money.

The back advanced to Bonover under the Note were used is pay at all pay at the porchare price of the Property. The Note official price of the Property to Secretary Representative from the Representative and the Property to Secretary works with the Property to Secretary works were the treatment conveying the Property to Secretary works werefails for treatment conveying the Property to Secretary. instrument being additional security for such wendor's Jan.

Owarby of Partition.

The leads represents funds accommon by Lander at the special resource and represent of fluringer for the purpose of according the critics for single title to the Property and the extensions of an electron or partition information against the description of according to critical for a contract of the partition of the partition of the partition. of the filose is expressly acknowledged, confessed and granted.

Renewal and Extension of Linna Against Remestered Property.

The Note is in renewel and expension, but not in adinguishment, of the impetreol ed afri the attached Plantains and Entension Entitlet which is incorporated by reference. Lender is expressly full polyage to all cycles, items and nemediat securing the original helder of a noise authorizing Somower's indistrictions and PA original tens securing the indebtedness are renowed and extension to the state of maturity of the New Nagarable and extension of the mosbledness.

Acknowledgment of Cash Advanced Against Non-Homesteed Property

The ficto represents funds advanced to Sonower on this day at alphomer's request and discount and acknowledges receipt of such funds. Surrower sistes that Bernwer does not now and does not injurish even to readle on use in any manner, or clean the Property secured by this Security instrument as a business residential

ware Just IDC

TEXAS-Gradu Family-Farana Manuferences Max properties with the west

morris

Torrespect Borrower decisions all homestead rights, internate and everaptions retailed to the Property.

26-Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an actimation of credit as detaped by Section 50(a)(5) or Section 50(a)(7), Antide XVI, of the Texas Constitution. If the Property is used as Borrower's celebrate, then Borrower egises 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 everity lian, complying construction, or tenses and extend a siter lian equitet the Property, will be used to reduce the colleging evidencial by the Note or such Loan will be medified to evidence the correct Loan believes, at helpful and content Borrower senses to available to decision recognizery to be sense, with this Section 18. far's option. Borrower spread to execute any discurrentation recovery to comply with this Section 18. BY SECRETARY DESCRIPTION OF RECEIPTS and agreed in the terms and coverains contained in the Security most and a gry Richy expound by Borrower and incurated with 2 Balow This Line For Acknowledgment ]\_\_\_ STATE OF TEXAS This detroment was advicable SPOUSE, SHEWYL N. COLE. by KEVIN W. COLE AND NEWSON DENIES WAS LLAS and TO the State of MURCH. TOUAS-dirigio homes-famous Manifestoire Med DISPOSEN INSTRUMENT Facto 3044 655

LOAN NO. 0106073208

### RENEWAL AND EXTENSION EXHIBIT

THE NOTE SECURED HEREBY IS IN RENEWAL AND EXTENSION, BUT NOT IN EXTINGUISHMENT OF THE

Note Secured by: DEED OF TRUST
Date of Note: NOVEMBER 28, 2008
Original Principal Scini. \$41,000.00
Maket of Note: REVIN W. COLE AND SHERYL N. COLE
Note Payable M: MORD GASE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR STATE
BANK DBM CAPSTAR LENDING.
Recorded Inturder: PLERKY BICK NO. 2006230631, OFFICIAL PUBLIC RECORDS. TRAVIS COUNTY.
TEXAS.

TEXAS.

SIGNED FOR ICENTIFICATION

KEVIN W. COLE

SHERYL N. COLE

Wilstire Wood Section Ome, a subdivision in Travis County. Texas, eccording to the map or plet thereof recorded in Volumby Page 153 of the Plat Records of Travis County, Taxas, and being the north compact of that estate Tract 3 conveyed to the Tom Cartar Living Trust by deed recorded in Document No. 2005938815 of the Official Public Records of Travis County, Taxas, records in uncurrent Nor acquescents of the United Public Records of Travis County, Texas, and being the right coving of that certain tract of land conveyand to L.L. McCandless as described in Volume 850 Page 400 of the Deed Records of Travis County, Texas, and being a point in the west line of Lot 22. Block 3, Witshire Wood, Section Three, a subdivision in Travis County, Texas, according to the map of plat thereof vectored in Volume 4 Page 254 of the Plat Records of Travis County, Texas, and being the porth comer and PLACE OF BEGINNING of the hareln described tract.

THENCE crossing the interior of said Lof 22 with the east line of said Tom Certer Living Trust tract, also being the east line of said McCandless tract. \$ 18 deg. 28' 42" E at 67.38 ft. passing a 1/2 inch Iron pipe found in the common line of said Lot 22 and of Lot 21 of said Block 3, a ½ inch iron pipe found in the common line of self-Lot 22 and or Lot 21 of said Block 3. Wilehire Wood, Section Three, and continuing 11.36 ft, more along the same course scroles the interior of said Lot 21, for a total distance on this course of 138.71 ft, to a ½ inch iron rod found with plastic cap imprinted with "Carson end Bush" at a common angle point of said Lot 21 and of Lot 9A, Resubdivision of Lot 8, Block 3, Wilshire Wood Sec. 1 and Lot 9 and Part of Lot 10, Block 3, Wilshire Wood, Section 2, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 17 Page 70 of the Plat Records of Travis County, and being at the south corner of said Tom Carter Living Trust trace, and being the south corner of said McCendless tract, and being the south comer of this tract,

THENCE with the common fineral said Lots 9A and 21, N.24 fleg. 25 43" W at 11.47 ft, passing a X inch from not set with plastic cap imprinted with "Not Carson for all the northeast common corner of Said Lot 9A and of Lot 8A of said Resubdivision of Lot 8, Block 3, Wishirs Wood Sec. 1 and Lot 9 and Part of Lot 10, Block 3, Wilshire Wood, Seotlon 2 and continuing along the same course 74.46 ft. more, for a folal distance on this course of 95.83 fixto a point at the east common commor of said Lot 6 and of Lot 7 of said Block 3 of Wifishine Wood Section One and being the most westerly corner of said Tom Carter Living Trust tract and being the most westerly corner of seld McCandless tract, and being an angle point of this tract.

THENCE with the common line said Lot 22 and said Lot 6, N 05 deg. 48 00 E 6000 ft. jo PLACE OF BEGINNING, containing 1,542 square feet of land.

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or

Recorders Memorandum-At the time of recordation this insurument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

PEREZTA \$56.0 DANA DEBERUVOIR COUNTY

TRAVIS COUNTY TEXAS