

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/14/2011 04:21 PM

Real Estate Index Detail

Report # 741922 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Instrument #: 5623297	Document Type: DEED OF TRUST
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Image? ✓	Page: 1198
Comments:	

Grantors

- 1 MARTINEZ MIKE W.
- 2 MARTINEZ LISA K

Grantees

- 1 TEMPLE-INLAND MORTGAGE CORPORA

Legal Information

- 1 LOT 8 BLK 3A SWISHER ADDN

Loan No: 1000747
Borrower: MIKE W. MARTINEZ

Date ID: 559

FILM CODE
00005411769

Charge to: Gracy Little
Return to: MIDDLEBERG, RIDDLE & GIANNA
1300 SOUTH MOPAC EXPRESSWAY
AUSTIN, TEXAS 78746

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on the 27th day of March, 1996.
The grantor is MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ

The trustee is JOHN H. HARRIS, whose address is 1300 SOUTH MOPAC EXPRESSWAY, P.O. BOX 40, AUSTIN, TEXAS 78767 ("Borrower").

The beneficiary is TEMPLE INLAND MORTGAGE CORPORATION, A CORPORATION, ("Trustee").

which is organized and existing under the laws of the State of NEVADA,
and whose address is 1300 S. MOPAC EXPRESSWAY, AUSTIN, TEXAS 78746 ("Lender").

Borrower owes Lender the principal sum of NINETY-NINE THOUSAND SEVEN HUNDRED FIFTY and NO/100-----Dollars (U.S. \$ 99,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2026.

This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 TRAVIS County, Texas:

LOT 8, SUBDIVISION OF BLOCK 3A, SWISHER ADDITION TO THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR BEAT THEREOF RECORDED IN BOOK 3, PAGE 68, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

which has the address of 1415 NEWTON STREET,
TEXAS 78704
(Zip Code)

AUSTIN, ("Property Address")

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national 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 and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funds) for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or certifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraisal service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

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TRAVIS COUNTY, TEXAS

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Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees in the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim 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 assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 proceeds, in its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower 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 small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender 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 or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

If Lender invokes the power of sale, Lender or Trustee shall 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. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public vendue 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. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, 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 paragraph 21, 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.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Substitute Trustee.** Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. 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.

24. **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.

25. **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.

26. **Waiver of Notice of Intention to Accelerate.** Borrower waives the right to notice of intention to require immediate payment in full of all sums secured by this Security Instrument except as provided in paragraph 21.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify): | | |

28. **Purchase Money Vendor's Lien; Renewal and Extension.** [Complete as appropriate] The Note secured hereby is primarily secured by the Vendor's Lien required in the Deed conveying Property to Borrower dated or effective the same date as this Security Instrument, which Vendor's Lien has been assigned to Lender; this Security Instrument being additional security therefor.

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

Mike W. Martinez (Seal)
MIKE W. MARTINEZ -Borrower

Lisa K. Martinez (Seal)
LISA K. MARTINEZ -Borrower

(Seal)
-Borrower

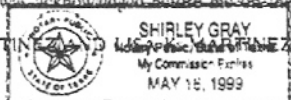
(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

State of TEXAS
County of TRAVIS

This instrument was acknowledged before me on this 28 day of March, 1996, by

MIKE W. MARTINEZ



Shirley Gray
Notary Public

(Printed Name)

My commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12655 1202

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Original Document

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me and
was duly RECORDED, in the Volume and Page of this
same RECORDS of Travis County, Texas, on

APR 1 1996



Ann L. Burrows
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12655 1203

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/14/2011 04:24 PM

Real Estate Index Detail

Report # 741924 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information**Instrument #:** 5760296**Document Type:** MECHANIC'S LIEN**Date Received:** 04/25/1997 12:00:00 AM**Book Type:** book_type**Index Status:** Permanent Index**Book:** 12921**Image?** ✓**Page:** 1115**Comments:**Grantors

- 1 MARTINEZ MIKE W.
- 2 MARTINEZ LISA K

Grantees

- 1 HENDERSON MARK
- 2 HENDERSON CONSTRUCTION

Legal Information

- 1 LOT 8 SUBD OF BLK 3A SWISHER ADDN

MECHANIC'S LIEN CONTRACT

FILE CODE

00005570143

Date: MARCH 31, 1997

Owner: MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ

Owner's Mailing Address (including county): 1415 NEWTON STREET
AUSTIN, TRAVIS COUNTY, TEXAS 78704

Contractor: MARK HENDERSON D/B/A HENDERSON CONSTRUCTION

Contractor's Mailing Address (including county): 11410 CIRCLE DRIVE
AUSTIN, TRAVIS COUNTY, TEXAS 78748

Trustee: M.C. DAVIS AND/OR DON SALLINGER

Trustee's Mailing Address (including county): 5520 L.B.T. FREEWAY, SUITE 350
DALLAS, DALLAS COUNTY, TEXAS 75240

Property:
LOT 8, SUBDIVISION OF BLOCK 1A, SWISHER ADDITION, TO THE CITY OF AUSTIN, TRAVIS COUNTY,
TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN BOOK 1, PAGE 68 OF THE PLAT
RECORDS OF TRAVIS COUNTY, TEXAS.

Prior Liens (including recording information):
THIS LIEN IS SUBORDINATE AND INFERIOR TO THE LIEN DESCRIBED AS FOLLOWS: DEED OF TRUST
DATED MARCH 27, 1996, RECORDED IN VOLUME 12655, PAGE 1198, OF THE REAL PROPERTY
RECORDS OF TRAVIS COUNTY, TEXAS, SECURING THE PAYMENT OF ONE NOTE OF EVEN DATE
THEREWITH IN THE AMOUNT OF \$99,950.00, PAYABLE TO INLAND MORTGAGE CORPORATION.

Other Exceptions to Conveyance and Warranty:

Construction: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF THE SAME AS IF
FULLY SET FORTH AT LENGTH HEREIN.

Consideration:
Cash:

Note

Date: MARCH 31, 1997

Amount: SEVEN THOUSAND ONE HUNDRED SEVENTY FIVE & NO/100 DOLLARS
[\$7,175.00]

Maker: MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ

Payee: MARK HENDERSON D/B/A HENDERSON CONSTRUCTION

Final Maturity Date: APRIL 1, 2002

Terms of Payment (optional):
PRINCIPAL AND INTEREST ARE PAYABLE IN MONTHLY INSTALLMENTS OF ONE HUNDRED
FORTY SEVEN & 16/100 DOLLARS [\$147.16], EACH ON THE FIRST DAY OF EVERY
MONTH, BEGINNING ON MAY 1, 1997, AND CONTINUING REGULARLY UNTIL THE NOTE
IS FULLY PAID.

1 of 4 pages

Initials: 

12921 1115

2. After completion of the construction, Contractor may apply any proceeds received under the insurance policy
required of Owner either to reduce the note or to repair or replace damaged or destroyed improvements covered by the
policy.

3. If Owner fails to perform any of Owner's obligations other than that of providing insurance, Contractor may
perform them and be reimbursed by Owner on demand at the place where the note is payable for any sums so paid, plus
interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be
reimbursed shall be secured by this contract.

4. If Owner is required to furnish insurance and fails to do so, Contractor may procure it and add the premium
advanced by Contractor to the amount due under the note and may charge interest on the amount added from the time of its
addition until it is paid, at a rate not in excess of the rate that the note would produce over its full term if each scheduled
payment were paid on the date due.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

2 of 4 pages

Initials: 

12921 1116

5. If Owner defaults in any payment on the note or if this lien is foreclosed, Owner will reimburse Contractor for reasonable fees paid to an attorney who is not an employee of Contractor for collection of payments or foreclosure of the lien. The sum to be reimbursed shall be secured by this contract.

6. If Owner defaults on the note or fails to perform any of Owner's obligations, or if Contractor in good faith believes that the prospect of payment or performance is impaired, and the default or good-faith belief in impairment continues after Contractor gives Owner notice of the default or the basis for the belief in impairment and the time within which it must be cured as may be required by law or by written agreement, then Contractor may:

- declare the unpaid principal balance and earned interest on the note immediately due;
- request Trustee to foreclose this lien, in which case Contractor or Contractor's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
- purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Contractor to foreclose this lien, Trustee shall:

- either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
- sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
- from proceeds of the sale, pay in this order:
 - expenses of foreclosure, including a reasonable commission to Trustee;
 - to Contractor, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - any amounts required by law to be paid before payment to Owner; and
 - to Owner, any balance.

General Provisions

1. If the construction is not completed as agreed between Owner and Contractor, then the amount of the consideration subject to Contractor's lien will be diminished by the amount reasonably necessary to complete the construction as agreed. If Contractor is not the holder of the note in this event, the holder may complete the construction, and the lien created in this contract will inure to the benefit of the holder.

2. This contract is executed, acknowledged, and delivered before any labor has been performed or any material has been delivered for the construction.

3. If any of the property is sold under this contract, Owner shall immediately surrender possession to the purchaser. If Owner fails to do so, Owner shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

4. Recitals in any Trustee's deed conveying the property will be presumed to be true.

5. The lien created in this contract shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.

6. If any portion of the note cannot be lawfully secured by this contract, payments will be applied first to discharge that portion.

7. Owner assigns to Contractor all sums payable to or received by Owner from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including reasonable attorney's fees paid to an attorney who is not an employee of Contractor, Contractor may release any remaining sums to Owner or apply them to reduce the note. Contractor shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

8. Proceeding under this contract, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

9. Owner assigns to Contractor absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Owner warrants the validity and enforceability of the assignment. Owner may as Contractor's licensee collect rent and other income and receipts as long as Owner is not in default under the note or this contract. Owner will apply all rent and other income and receipts to payment of the note and performance of this contract, but if the rent and other income and receipts exceed the amount due under the note and contract, Owner may retain the excess. If Owner defaults in payment of the note or performance of this contract, Contractor may terminate Owner's license to collect and then as Owner's agent may rent the property if it is vacant and collect all rent and other income and receipts. Contractor neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Contractor may exercise Contractor's rights and remedies under this paragraph without taking possession of the property. Contractor shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Contractor's rights and remedies and then to Owner's obligations under the note and this contract in the order determined by Contractor. Contractor is not required to act under this paragraph, and acting under this paragraph does not waive any of Contractor's other rights or remedies. If Owner becomes a voluntary or involuntary bankrupt, Contractor's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

10. Interest on the debt secured by this contract shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

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

12. The term *note* includes all sums secured by this contract.

13. This contract shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

14. If Owner and Maker are not the same person, the term *Owner* shall include Maker.

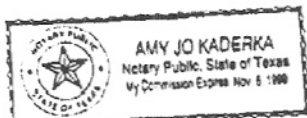
15. No alterations shall be made to the work described in the construction contracts, plans, specifications and details nor shall any extra work or material be charged or paid for unless a separate estimate therefor is submitted in writing by Contractor to Owner and mutually agreed to in writing before its commencement or purchase; and all extra work done or material furnished without such written agreement shall be considered as performed under this original Contract and no extra payment shall be demanded or allowed therefor. Any additional cost resulting from authorized alteration in the work shall be secured by all of the lien hereinabove given as fully and to the same extent as if such amount or amounts were included in the original Contract Price.

Owner

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 31st day of MARCH, 19 97,
by MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ



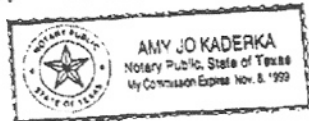
NOTARY'S STAMP

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 31st day of MARCH, 19 97,
by MARK HENDERSON D/B/A HENDERSON CONSTRUCTION



NOTARY'S STAMP

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 31st day of MARCH, 19 97,
by
of
a corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

NOTARY'S STAMP

AFTER RECORDING RETURN TO:

UNIVERSITY FEDERAL CREDIT UNION
P. O. BOX 4069
AUSTIN, TEXAS 78765
ATTN: LOAN LINE DEPARTMENT

PREPARED IN THE LAW OFFICE OF:

DAVIS & SALLINGER, L.L.P.
5520 LBJ FREEWAY, SUITE 350
DALLAS, TEXAS 75240

12921 1118

EXHIBIT "A"

LOAN NO. 450253831

MOVE A/C UNIT; INSTALL FRENCH DOORS, PATIO DECK, INSTALL ATTIC STAIRS; CASE
OPENING IN WALL, CABINETS/COUNTER; MOVE WATER HEATER/WASHER DRYER [TO INCLUDE
PLUMBING]; REPLACE COMPOSITION WITH METAL ROOFING; RETAINING WALL AND
LANDSCAPING;

MARK HENDERSON D/B/A HENDERSON
CONSTRUCTION

MIKE W. MARTINEZ

LISA K. MARTINEZ

FILED

97 APR 25 PM 4:02

DAVID D. LEAUVOR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the 25th day of April 1997 at the County Clerk's office and
was duly RECORDED at the County and Page of the
named RECORDS of Travis County, Texas, on

APR 25 1997



COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIVED
TRAVIS COUNTY, TEXAS

12921 1119

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/14/2011 04:28 PM

Real Estate Index Detail

Report # 741933 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Instrument#: 5780298	Document Type: AFF DAVIT
Date Received: 04/25/1997 12:00:00 AM	Book Type: book_type
Index Status: Permanent Index	Book: 12921
Image? ✓	Page: 1123
Comments:	

Grantors

- 1 MARTINEZ MIKE W.
- 2 MARTINEZ LISA K

Grantees

- 1 PUBLIC THE
- 2 HENDERSON MARK
- 3 HENDERSON CONSTRUCTION

Legal Information

- 1 LOT 8 SUBD OF BLK 3A SWISHER ADDN

LOAN NO. 450253831

AFFIDAVIT AND INDEMNITY

FILM CODE

00005570145

Date: MARCH 31, 1997

Mechanic's Lien Contract:

Date: MARCH 31, 1997

Owner: MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ

Contractor: MARK HENDERSON D/B/A HENDERSON CONSTRUCTION

Trustee: M.G. BAYES AND/OR DON SALLINGER

Property (including improvements):
LOT 8, SUBDIVISION OF BLOCK 3A, SWISHER ADDITION, TO THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN BOOK 3, PAGE 68 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Third-Party Lender: UNIVERSITY FEDERAL CREDIT UNION

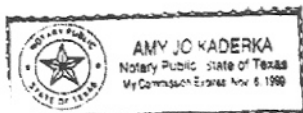
Owner(s) on oath swear(s) that the following statements are true:

1. Relying on facts now known to Owner that no materials have been delivered to subject property nor has any labor, of any nature whatsoever been performed in connection with the above described mechanic's lien contract and the construction contract between owners and Contractors, if any.
2. This affidavit is made to induce Third-Party Lender to fund a loan to Owner to pay Contractor all or part of the consideration in the mechanic's lien contract.
3. This affidavit is solely for the benefit of Third-Party Lender, and it does not waive or release any of Owner's rights or remedies against Contractor.

Mike W. Martinez
MIKE W. MARTINEZ

Lisa K. Martinez
LISA K. MARTINEZ

Sworn to and subscribed before me this 31 day of MARCH, 1997
by MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ.



Amy Jo Kaderka
Notary Public, State of Texas
Printed Name of Notary:

My Commission Expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12921 1123

Page 1 of 2 pages

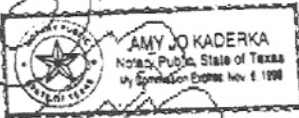
LOAN NO. 450253831

(Acknowledgment)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 9th day of MARCH, 1997
by MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ.



Notary Public, State of Texas
Printed Name of Notary:

My Commission Expires:

INDEMNITY

For valuable consideration, including Third Party Lender's funding of Owner's loan to pay Contractor all or part of the consideration in the mechanic's lien contract, Owner(s) warrant(s) to those parties the truth of the affidavit and agree(s) to indemnify and hold Third-Party Lender, harmless from all losses, damages, judgments, and expenses that any or all of them suffer, incur, or pay because any part of the affidavit is not true or completely correct.

Mike W. Martinez
MIKE W. MARTINEZ

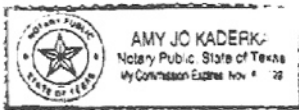
Lisa K. Martinez
LISA K. MARTINEZ

(Acknowledgment)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 9th day of MARCH, 1997
by MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ.



Notary Public, State of Texas
Printed Name of Notary:

My Commission Expires:

AFTER RECORDING RETURN TO:

UNIVERSITY FEDERAL CREDIT UNION
P. O. BOX 4069
AUSTIN, TEXAS 78765
ATTN: LOAN LINE DEPARTMENT

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

Page 2 of 2 pages

12921 1124

FILED

97 APR 25 PM 4:03

DANA DEGENHOFER
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
public RECORDS of Travis County, Texas, on

APR 25 1997



Dana DeGenhofer
COUNTY CLERK
TRAVIS COUNTY, TEXAS

TOTAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12921 1125

RECORDED & INDEXED
APR 25 1997
COUNTY CLERK
TRAVIS COUNTY, TEXAS

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/14/2011 04:36 PM

Real Estate Index Detail

Report # 741939 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information**Instrument#:** 5780295**Document Type:** AGREEMENT**Date Received:** 04/25/1997 12:00:00 AM**Book Type:** book_type**Index Status:** Permanent Index**Book:** 12921**Image?** ✓**Page:** 1123**Comments:**Grantors

- 1 MARTINEZ MIKE W.
- 2 MARTINEZ LISA K.

Grantees

- 1 UNIVERSITY FEDERAL CREDIT UNIO

Legal Information

- 1 LOT 8 SUBD OF BLK 3A SWISHER ADDN

LOAN NO. 450253831

AFFIDAVIT AND INDEMNITY

FILM CODE

00005570145

Date: MARCH 31, 1997

Mechanic's Lien Contract:

Date: MARCH 31, 1997

Owner: MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ

Contractor: MARK HENDERSON D/B/A HENDERSON CONSTRUCTION

Trustee: M.G. RAYES AND/OR DON SALLINGER

Property (including improvements):
LOT 8, SUBDIVISION OF BLOCK 3A, SWISHER ADDITION, TO THE CITY OF AUSTIN,
TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN
BOOK 3, PAGE 68 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Third-Party Lender: UNIVERSITY FEDERAL CREDIT UNION

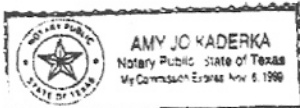
Owner(s) on oath swear(s) that the following statements are true:

1. Relying on facts now known to Owner that no materials have been delivered to subject property nor has any labor of any nature whatsoever been performed in connection with the above described mechanic's lien contract and the construction contract between owners and Contractors, if any.
2. This affidavit is made to induce Third-Party Lender to fund a loan to Owner to pay Contractor all or part of the consideration in the mechanic's lien contract.
3. This affidavit is solely for the benefit of Third-Party Lender, and it does not waive or release any of Owner's rights or remedies against Contractor.

MIKE W. MARTINEZ

LISA K. MARTINEZ

Sworn to and subscribed before me this 31 day of MARCH, 1997
by MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ.



Notary Public, State of Texas
Printed Name of Notary:

My Commission Expires:

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12921 1123

Page 1 of 2 pages

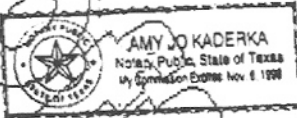
LOAN NO. 450253831

(Acknowledgment)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 7th day of MARCH, 1997
by MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ.



Notary Public, State of Texas
Printed Name of Notary:

My Commission Expires:

INDEMNITY

For valuable consideration, including Third Party Lender's funding of Owner's loan to pay Contractor all or part of the consideration in the mechanic's lien contract, Owner(s) warrant(s) to those parties the truth of the affidavit and agree(s) to indemnify and hold Third-Party Lender, harmless from all losses, damages, judgments, and expenses that any or all of them suffer, incur, or pay because any part of the affidavit is not true or completely correct.

MIKE W. MARTINEZ

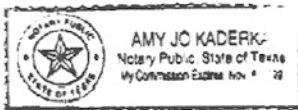
LISA K. MARTINEZ

(Acknowledgment)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 7th day of MARCH, 1997
by MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ.



Notary Public, State of Texas
Printed Name of Notary:

My Commission Expires:

AFTER RECORDING RETURN TO:

UNIVERSITY FEDERAL CREDIT UNION
P. O. BOX 4069
AUSTIN, TEXAS 78765
ATTN: LOAN LINE DEPARTMENT

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

Page 2 of 2 pages

12921 1124

FILED

97 APR 25 PM 4:03

JANA DEAN RIVIER
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Young and Page of the
proper RECORDS of Travis County, Texas, on

APR 25 1997



Jana Dean Rivier
COUNTY CLERK
TRAVIS COUNTY, TEXAS

TRAVIS COUNTY RECORDS
TRAVIS COUNTY, TEXAS

12921 1125

RECORDED INDEXED FILED
APR 25 1997 APR 25 1997 APR 25 1997
COUNTY CLERK COUNTY CLERK COUNTY CLERK
TRAVIS COUNTY, TEXAS TRAVIS COUNTY, TEXAS TRAVIS COUNTY, TEXAS

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/14/2011 04:18 PM

Real Estate Index Detail

Report # 741920 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Instrument #: 5950883	Document Type: DEED OF TRUST
Date Received: 06/04/1998 12:00:00 AM	Book Type: book_type
Index Status: Permanent Index	Book: 13197
Image? ✓	Page: 2075
Comments:	

Grantors

- 1 MARTINEZ MICHAEL W.
- 2 MARTINEZ LISA K.

Grantees

- 1 TEMPLE-INLAND MORTGAGE CORPORA

Legal Information

- 1 1.35 AC S.F. SLAUGHTER LGE

Related Documents

- | | | | |
|---|------------|---|-----|
| 1 | 2004088177 | 0 | REL |
|---|------------|---|-----|

Loan No. 1156993
Borrower: MICHAEL W. MARTINEZ

Data ID: 708

FILM CODE
00005742223

Return to: MIDDLEBERG, RIDDLE & GIANNA
P.O. BOX 2285, SUITE 104
AUSTIN, TEXAS 78768

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on the 28th day of May, 1998.
The grantor is MICHAEL W. MARTINEZ AND WIFE, LISA K. MARTINEZ

The trustee is JOHN H. HARRIS, whose address is 1300 SOUTH MOPAC EXPRESSWAY, P.O. BOX 40, AUSTIN, TEXAS 78767

The beneficiary is TEMPLE-INLAND MORTGAGE CORPORATION, A CORPORATION,

which is organized and existing under the laws of the State of NEVADA,
and whose address is 1300 S. MOPAC EXPRESSWAY, AUSTIN, TEXAS 78746

Borrower owes Lender the principal sum of ONE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED and NO/100-----Dollars (U.S. \$149,900.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2028.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 TRAVIS County, Texas:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 601 RED BUD TRAIL,
TEXAS 78748

SAN LEANNA,

("Property Address")

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

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

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

TEXAS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3046 2/90

Page 1 of 6 Pages

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13197 2075

2100

4980092

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Applications; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. These reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim 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 assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2, or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower 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 small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender 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 or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehydes, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

If Lender invokes the power of sale, Lender or Trustee shall 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. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public venue 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. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, 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.

Loan No: 1156993

Data ID: 708

If the Property is sold pursuant to this paragraph 21, 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.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. 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.

24. 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.

25. 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.

26. Waiver of Notice of Intention to Accelerate. Borrower waives the right to notice of intention to require immediate payment in full of all sums secured by this Security Instrument except as provided in paragraph 21.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | | |

28. Purchase Money Vendor's Lien; Renewal and Extension. [Complete as appropriate] The Note secured hereby is primarily secured by the Vendor's Lien retained in the Deed conveying Property to Borrower dated or effective the same date as this Security Instrument, which Vendor's Lien has been assigned to Lender, this Security Instrument being additional security therefor.

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

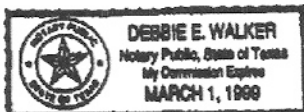
Michael W. Martinez (Seal)
MICHAEL W. MARTINEZ - Borrower

Lisa K. Martinez (Seal)
LISA K. MARTINEZ - Borrower

(Space Below This Line For Acknowledgment)

State of TEXAS
County of TRAVIS

This instrument was acknowledged before me on the 22nd day of May, 1996 by
MICHAEL W. MARTINEZ AND LISA K. MARTINEZ



Debbie E. Walker
Notary Public

(Printed Name)

My commission expires: _____

REAL PROPERTY RECORDS
13197 2079

Form 3044 9/90

(Page 6 of 6 Pages)

EXHIBIT "A"

BEING 1.35 ACRES OF LAND OUT OF AND A PART OF THE S. F. SLAUGHTER LEAGUE, TRAVIS COUNTY, TEXAS CONSISTING OF THREE TRACTS AS FOLLOWS: TRACT I, BEING 0.45 ACRE CONVEYED UNTO LEROY E. CRAWFORD BY DEED RECORDED IN VOLUME 1947, PAGE 354, DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO KNOWN AS LOT 163, LLOYD E. ARNOLD'S SAN LEANNA ESTATES SUBDIVISION, AN UNRECORDED SUBDIVISION; TRACT II, BEING 0.45 ACRE CONVEYED UNTO LEROY E. CRAWFORD BY DEED RECORDED IN VOLUME 4627, PAGE 487, DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO KNOWN AS LOT 162, LLOYD E. ARNOLD'S SAN LEANNA ESTATES SUBDIVISION, AN UNRECORDED SUBDIVISION; TRACT III, BEING 0.45 ACRE CONVEYED UNTO LEROY E. CRAWFORD BY DEED RECORDED IN VOLUME 4585, PAGE 1944 DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO KNOWN AS LOT 161, LLOYD E. ARNOLD'S SAN LEANNA ESTATES SUBDIVISION, AN UNRECORDED SUBDIVISION; SAID 1.35 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4" diameter iron pin found at the northeast corner hereof at the northeast corner said Tract I (Lot 163) on the south right-of-way of Red Bud Trail, said iron pin being also the northwest corner of that certain tract (Lot 164, said Lloyd E. Arnold's San Leanna Estates Subdivision) conveyed unto John Wilson by Deed recorded in Volume 2527, Page 25 of the Deed Records of Travis County, Texas;

THENCE with the east line hereof, the east line of said Tract I and the west line of said Wilson tract, S 10°-18'-00" E (Bearing Basis of herein description) 195.14 feet to a 1/4" diameter iron pin found at the southeast corner hereof on the north line of that certain tract conveyed unto Edwin Ray Ballinger by Deed recorded in Volume 3776, Page 549 of the Deed Records of Travis County, Texas;

THENCE with the south line hereof, the south line of said Tract I, and the north line of said Ballinger tract, N 88°-38'-02" W 38.76 feet to a 1/4" diameter iron pin found at an angle point and the northwest corner of said Ballinger tract and the northeast corner of that certain tract conveyed unto Richard D. LaFleur by Deed recorded in Volume 5177, Page 1791, Deed Records of Travis County, Texas;

THENCE continuing with the south line hereof, the south line of said Tracts I, II, III and the north line of said LaFleur tract, the following four (4) calls:

1. N 77°-04'-47" W 62.03 feet to a 1/4" diameter iron pin found;
2. N 77°-05'-12" W 94.19 feet to a 1/4" diameter iron pin found;
3. N 77°-50'-14" W 5.78 feet to a 1/4" diameter iron pin found;
4. N 80°-21'-19" W 99.93 feet to a 1/4" diameter iron pin found at the southwest corner hereof at the southeast corner of that certain tract (Lot 160, said Lloyd E. Arnold's San Leanna Estates Subdivision) conveyed unto Arthur E. Gurley by Deed recorded in Volume 4276, Page 1840, Deed Records of Travis County, Texas;

THENCE with the west line hereof, the west line of Tract III (Lot 161) and the east line of said Gurley tract, N 10°-20'-54" E 194.67 feet to a 1/4" diameter iron pin found at the northwest corner hereof on said south right-of-way of Red Bud Trail;

THENCE with the north line hereof, the north line of said Tract III, III, I and said south right-of-way line of Red Bud Trail, the following three (3) calls:

1. S 79°-38'-47" E 99.91 feet to a 1/4" diameter iron pin found;
2. S 79°-48'-40" E 99.97 feet to a 1/4" diameter iron pin found;
3. S 79°-49'-19" E 100.00 feet to the Point-of-Beginning.

As Surveyed By:

POINT-LINE SERVICES, INC.

Marvin G. Lindsey
Marvin G. Lindsey, RPLS #1587

Job No. 8410598
GF No. 4980092

PLS/006-98



1977-1978 TEXAS

2010-11 01 3:35

FILED

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13197 2080

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13197 2081

RECEIPT: A00110365 TRANS: A6375 DEPT: REGULAR RECORD \$21.00
CHARGE: MONTHLY FILE DATE: 6/4/98 TRANS DATE: 6/5/98
PAID BY: CHECK# 2448

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/14/2011 04:43 PM

Real Estate Index Detail

Report # 741941 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information**Instrument #:** 5959763**Document Type:** AFFIDAVIT**Date Received:** 06/23/1998 12:00:00 AM**Book Type:** book_type**Index Status:** Permanent Index**Book:** 13210**Image?** ✓**Page:** 1589**Comments:**Grantors

1 MARTINEZ MIKE W.

Grantees

1 PUBLIC THE

Legal Information

1 LT 8 SUBD OF BLK 3A SWISHER ADDN

14 (02) 185770-K/mc/Therese/WL
Seymour

AFFIDAVIT OF IDENTITY

THAT STATE OF TEXAS
COUNTY OF TRAVIS

FILM CODE
00005751484

112

BEFORE ME, the undersigned authority, on this day personally appeared:
Mike W. Martinez

who, being by me first duly sworn, did state and depose on oath as follows:

That his/her name is Mike W. Martinez
That he/she is over 21 years of age and is a resident of Travis County, Texas;
That he/she is not the same person as Mike Martinez

against whom an Abstract of Judgement is filed and recorded in Volume 466

Page 367; Volume 550, Page 412; and Volume 346, Page
443, Vol. 747 Page 201, Vol. 760, Page 291, Vol. 773, Page 167, Vol. 776
Judgement Records of Travis County, Texas.
Page 154, Vol. 776, Page 183, Vol. 776 Page 428, Vol. 828, Page 897,
and Vol. 828, Page 903.
This Affidavit is made to induce Austin Title Co., Inc., to issue title

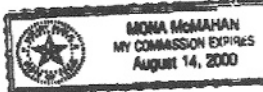
insurance on the following described property:

Lot 8, of subdivision of Block 3A of Swisher Addition, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 3, Page 68, Plat Records Travis County, Texas.

There are no judgments against me in this or any other jurisdiction.

SUBSCRIBED AND SWORN to before me by Mike W. Martinez

on this the 22nd day of June, 1998.



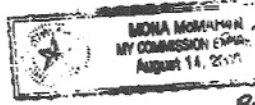
Notary Public in and for Texas

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared:
Mike W. Martinez

known to me to be the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that he executed the same for the purposes and consi-
deration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of June, 1998.



Notary Public in and for Texas

Return to:
AUSTIN TITLE COMPANY
1515 Capital of Texas Highway South
Fifth Floor
Austin, Texas 78748 Holly

REAL PROPERTY RECORDS
Travis County, Texas

13210 1589

TRAVIS COUNTY, TEXAS
COUNTY CLERK'S OFFICE
REGISTERED INSTRUMENTS

13210 1590
DEPT. REGULAR RECORD
PERSONAL FILE

FILED

98 JUN 23 PM 4:23

DANA DEBEAUVOUR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

NOTES OF RECORD
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
public RECORDS of Travis County, Texas, as

JUN 23 1998



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIVED: 00014974 TRAVIS: 03628 DEPT: REGULAR RECORD 011.00
CASPER: KYLE FILE DATE: 6/23/98 TRANS DATE: 6/24/98
FILED BY: CHECK 2547

13210 1590

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/14/2011 05:23 PM

Real Estate Index Detail

Report # 741956 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information**Instrument#:** 5959785**Document Type:** WARRANTY DEED**Date Received:** 06/23/1998 12:00:00 AM**Book Type:** book_type**Index Status:** Permanent Index**Book:** 13210**Image?** ✓**Page:** 1593**Comments:**Grantors

- 1 MARTINEZ MIKE W.
- 2 MARTINEZ LISA K

Grantees

- 1 SEYMOUR LESLI

Legal Information

- 1 LT 8 SUBD OF BLK 3A SWISHER ADDN

3/4 Loan No: 1159839 02
Borrower: LESLI SEYMOUR

185 770-K/mc/Therese/WL

Data ID: 377

parcel # 04-000001001 - 0000

WARRANTY DEED WITH VENDOR'S LIEN

FILM CODE

00005751486

Date: June 19, 1998

Grantor: MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ

Grantee: LESLI SEYMOUR, A SINGLE WOMAN

Grantee's Mailing Address (including county):

1415 NEWTON STREET
AUSTIN, TEXAS 78704
TRAVIS County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and note(s) of even date executed by Grantee payable to the order of

TEMPLE-INLAND MORTGAGE CORPORATION

("Lender").

in the amount(s) of \$ 124,200.00

the note(s) being secured in whole or in part by vendor's lien retained in favor of Lender in this deed and also secured by a deed of trust of even date from Grantee to

JOHN H. HARRIS,

Trustee.

6 Property (including any improvements):

BEING LOT 8, OF SUBDIVISION OF BLOCK 3A OF SWISHER ADDITION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 3, PAGE(S) 68, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty:

Any and all restrictions and easements of record.

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 appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns, as the case may be, forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns, as the case may be, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

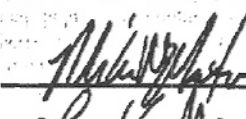
REAL PROPERTY RECORDS
Travis County, Texas


13210 1593

13210 1594

The vendor's lien 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 shall become absolute. The vendor's lien and superior title are transferred to Lender without recourse of Grantor.

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

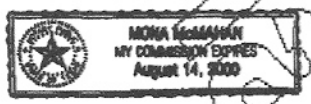


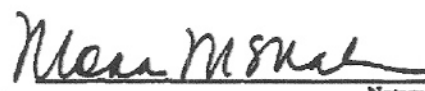
MIKE W. MARTINEZ


LISA K. MARTINEZ

State of TEXAS
County of TRAVIS

This instrument was acknowledged before me on the 22 day of JUNE, 1998
by
MIKE W. MARTINEZ AND LISA K. MARTINEZ





Notary Public
(Printed Name)

My commission expires: _____

State of TEXAS
County of TRAVIS

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____

Notary Public
(Printed Name)

My commission expires: _____

AFTER RECORDING RETURN TO:
LESLI SEYMOUR
1415 NEWTON STREET
AUSTIN, TEXAS 78704
return to:
AUSTIN TITLE COMPANY
1515 Capital of Texas Highway South
Fifth Floor
Austin, Texas 78746 Holly

13210 1594

FILED

98 JUN 23 PM 4:25

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

COUNTY OF TRAVIS
COUNTY OF TRAVIS
I hereby certify that the foregoing was filed on
the day and at the hour specified herein by me and
was duly recorded in the Volume and Page of the
current RECORDS of Travis County, Texas, on

JUN 23 1998



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT: DOC14974 TRANS: 13630 DEPT: REGULAR RECORD \$13.00
CASHIER: KATIE FILE DATE: 6/23/98 TRANS DATE: 6/24/98
PAID BY: CHECK# 25477

13210 1595

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/14/2011 05:24 PM

Real Estate Index Detail

Report # 741958 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Instrument#: 5959765	Document Type: TRANSFER
Date Received: 06/23/1998 12:00:00 AM	Book Type: book_type
Index Status: Permanent Index	Book: 13210
Image? ✓	Page: 1593
Comments:	

Grantors

- 1 MARTINEZ MIKE W.
- 2 MARTINEZ LISA K

Grantees

- 1 TEMPLE-INLAND MORTGAGE CORPORA

Legal Information

- 1 LT 8 SUBD OF BLK 3A SWISHER ADDN

TEMPLE INLAND MORTGAGE CORPORATION

("Lender"),

in the amount(s) of \$ 124,200.00

the note(s) being secured in whole or in part by vendor's lien retained in favor of Lender in this deed and also secured by a deed of trust of even date from Grantee to

JOHN H. HARRIS,

Trustee.

Property (including any improvements):

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REAL PROPERTY RECORDS
Travis County, Texas

13210 1593

ELECTRONICALLY RECORDED

2011069909

TRV

2

PGS

15/1TC/DJF-1104915-ARB

AFFIDAVIT OF IDENTITY

Date: April 13 2011

Affiant: Michael William Martinez

Property: Grandview Place, Lot 4-5, Blk 5, Travis County, TX

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. My full legal name is as set forth above, and I am over the age of eighteen years.

2. I currently reside at: 5229 Tower Trail, Austin, TX 78723

3. Other person(s) with similar names:

☒ Affiant is NOT the same as the person(s) named in the matters described in the following document(s):

Abstracts of Judgment, Federal Tax Liens and/or State Tax Liens against Michael Martinez, or a person with the same or similar name and recorded in Volume 773, Page 167 (Federal AJ), Volume 773, Page 169 (Federal AJ), Volume 805, Page 245 (State Tax Lien), A.J. State/Fed Tax Liens Records, Document No(s). 2008133114 (AJ), 2004117168 (AJ), 2008055290 (AJ), 2006865215 (Child Support Lien), 2011026694 (Child Support Lien), 2002084221 (AJ), 2005230971 (Child Support Lien), 2003235399 (AJ), 2008197919 (AJ), 2010040488 (AJ), 2010090992 (AJ), 2002005259 (AJ), 2002206530 (Child Support Lien), and 2009003153 (Child Support Lien), Official Public Records, Travis County, Texas. Company requires a full release or satisfactory evidence that party named is not one and the same person.

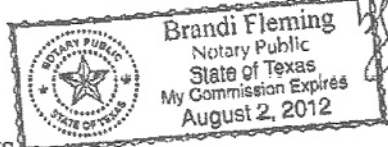
4. Anyone concerned with title to the Property may rely on these statements.

5. I agree to indemnify and hold National Investors Title Insurance Company, Underwriter, and its Agent harmless from any loss or expense, including reasonable attorney fees, resulting from false or incorrect information in this affidavit.

M. Martinez

Michael William Martinez

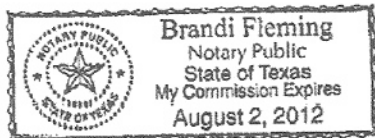
Signed under oath before me on this the 13th day of April, 2011.



STATE OF TEXAS
COUNTY OF TRAVIS

NOTARY PUBLIC STATE OF TEXAS

This instrument was acknowledged before me on 13th day of April, 2011 by Michael William Martinez



NOTARY PUBLIC STATE OF TEXAS

Unofficial Document



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

May 13 2011 04:46 PM

FEE: \$ 20.00 2011069909