

## CONTACT AND ADDRESS FORM

Buyer/Borrower:

Name $\stackrel{\smile}{-}$	Phone Number
Street address	Email address PRINT CLEARLY
	ALSO lucy@texaspridelending.com
City, State & Zip	<del></del>

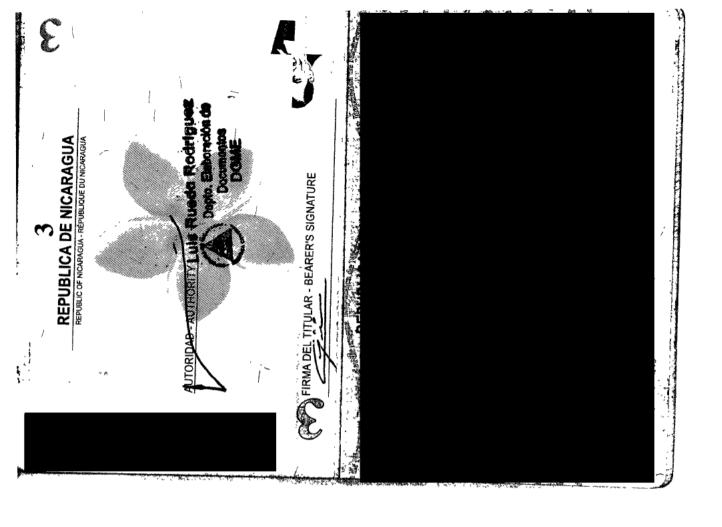
Documents will be emailed via a secure link within 14 days from  $\underline{\mathsf{docs@exodustitle.com}}$  NOTE link is only good for 30 days from date sent

#### Seller:

HAWTHORNE VENTURES, LP Name 448 West 19<sup>Th</sup> Street # 161 Houston, TX 77008 closer@windsor-chase.com 832-915-0103

Documents will be emailed via a secure link in within14 days from <a href="mailto:docs@exodustitle.com">docs@exodustitle.com</a> NOTE link is only good for 30 days from date sent

Tom Abbate, Escrow Officer /Business Development, Exodus Title, 14505 Torrey Chase Ste 100 Houston, TX 77014 713 305 8353 C | 281 397 9200 O | Fax 281 397 9288



# **Exodus Title, LLC**

ADDRESS: 14505 Torrey Chase Boulevard, Suite 100, Houston, TX 77014 Tel (281) 397-9200 · Fax (281) 397-9288

## TX Title Company Disclosure for Residential Closings 1995

LAST CLOSING DOCUMENT TO BE EXECUTED
TITLE COMPANY DISCLOSURES - RESIDENTIAL CLOSINGS ONLY

GUARANTI FILE NO	
SELLER (whether one or more):	Hawthorne Ventures LLC
BUYER (whether one or more):	
LENDER:	Hawthorne Ventures, LP
PROPERTY:	

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges its understanding of the disclosures being made by **Exodus Title**, **LLC** (hereinafter called "TITLE COMPANY"). Each disclosure is being made to Buyer and Seller on behalf of both TITLE COMPANY and its title insurance underwriter.

1) WAIVER OF INSPECTION. In consideration of the issuance by TITLE COMPANY to BUYER of a Texas Residential Owner Policy of Title Insurance (in this document such policy is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy.

"Possession includes open acts or visible evidence of occupancy and may include any visible and apparent roadway or easement on or across all or any part of the Property (but this exception does not extend to any right, claim or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which all or a part of Property is located).

Buyer assumes full responsibility for obtaining possession from the Property's present occupants.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". TITLE COMPANY may then require an inspection of the property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matters revealed by such inspection.

Buyer's Initials \_\_\_\_\_

3) A. NO SURVEY COVERAGE. BUYER understands that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

The TITLE COMPANY may provide this coverage (except for "Shortages in Area") upon being supplied with survey acceptable to the TITLE COMPANY and the payment of an additional premium equal to 15% of the basic premium charge. The TITLE COMPANY may make additional exceptions for those items shown on the survey.

BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

IF BUYER WISHES TO OBTAIN THIS COVERAGE AND PAY THE ADDITIONAL 15% PREMIUM, BUYER IS REQUIRED TO

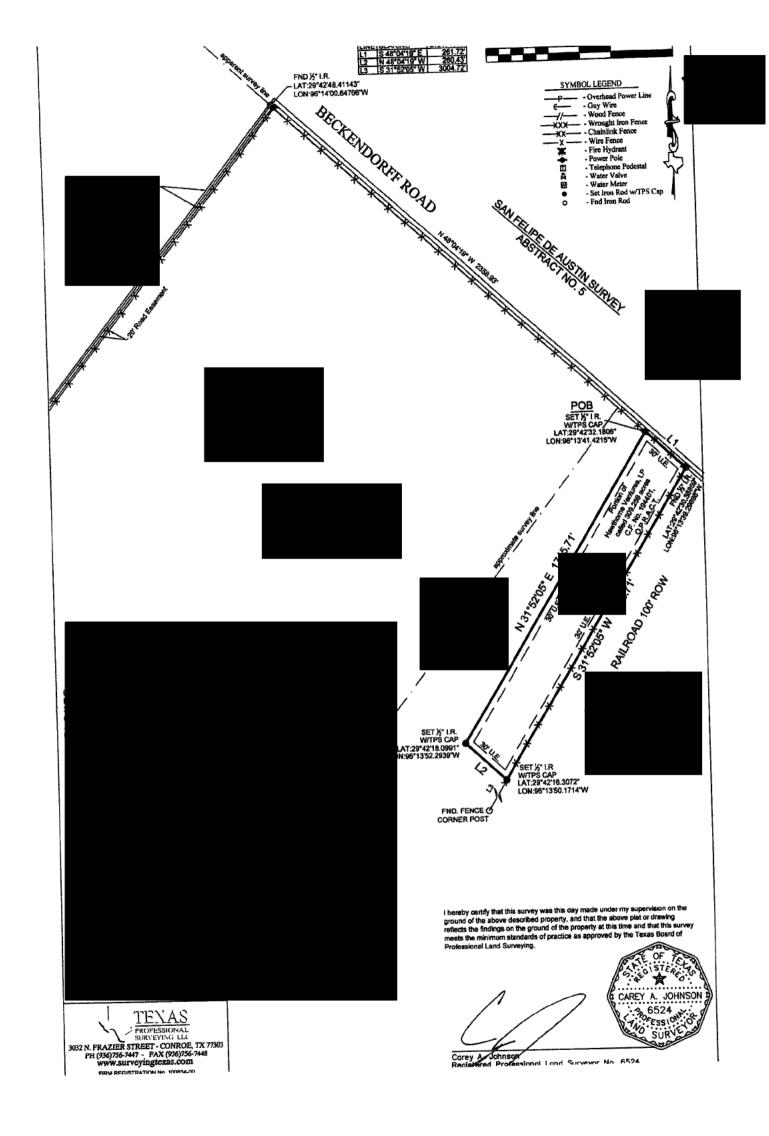
CROSS-OUT THIS PARAGRAPH 3A.

CHARANTY EILE NO.

Buyer's Initials

with this transaction	TANCE OF SURVEY. BUYER has received and reviewed a copy of the survey of the Property made in connection and acknowledges being aware of the following matters disclosed by the survey:
) ———	
Buyer's Initials	
hazard area. The I plain or flood haza	SURVEY MATTERS. The TITLE COMPANY has not attempted to determine if the Property lies in a special floor TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood and area. BUYER is advised that information concerning special flood hazard areas may be available from county of a qualified surveyor or land-engineering company, or a private flood-plain consultant.
Buyer's Initials	
each acknowledge and the most curre no past due taxes	TAX PRORATIONS. Property taxes for the current year have been prorated between BUYER and SELLER, whe and understand that these prorations are based upon (a) the sales price or the most current appraised value available at tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are sowed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLI emand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.
they will adjust an	LER each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st) ye changes of the proration and reimbursement between themselves and that TITLE COMPANY shall have no liability respect to these prorations.  Seller's Initials
) · —	
BUYER'S new ow of the change in th	ITION AND EXEMPTIONS. Although the Central Appraisal District (CAD) may independently determine mership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the CAI are Property's ownership and of BUYER's proper address for tax billing. BUYER is advised that current year's taxes sessed on the basis of various exemptions obtained by SELLER (e.g., homestead or over-65).
authorities. BUYE for future accuracy tax-billing address	S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing a cknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility of CAD records concerning ownership, as or status of exemptions.
Buyer's Initials _	
Homeowner's, Cor be owed. These du	IER'S ASSOCIATION. BUYER acknowledges that ownership of the Property involves membership in adominium or other Property Owner's Association (Association), to which monthly or annual dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or it should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments.
TITLE COMPAN maintenance, if an accuracy to BUYE	IY has made no representations with respect to such Association's annual budget, pending repairs or deferred by, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify it R'S satisfaction.
Buyer's Initials	
7) IRS REPORT Form 1099-S. In a Revenue Service.	TING. SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internation
Seller's Initials	
8) CLOSING Di not yet "closed". A	ISCLAIMER. SELLER and BUYER each acknowledge and understands that the above referenced transaction hat this time, any change in possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK.
defend possession	LER also recognize that neither TITLE COMPANY nor its title insurance underwriter is under any obligation to of the Property. The Owner Title Policy issued in connection with this transaction will except from coverage any is discovered during the final downdate search of the public records.  Seller's Initials

entain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such in accuracy or misstatement.
Buyer's Initials Seller's Initials
10) EXPLANATION OF OWNER TITLE POLICY. Neither the Commitment for Title Insurance nor the Owner Title Policy are abstracts of title, title reports or representations of title and should not be relied upon as such and that, although documents have been signed, money collected and/or disbursed, a final downdate search may be made which could result in an Owner Title Policy not being issued. No representation is made that the BUYER'S intended use of the Property is allowed under law or under the restrictions or exceptions affecting the Property.
Buyer's Initials
11) REPRESENTATIONS. In connection with the purchase of the Property, the BUYER acknowledges and represents that the Title Company Disclosures have been executed by the borrower and/or seller, respectively, and except as listed below, have not made any other
representations.
, — — — — — — — — — — — — — — — — — — —
(TO BE COMPLETED IN BUYER'S OWN HANDWRITING)
Date:
Hawthorne Ventures LLC, a Limited Liability Company
By: Nicky Nixon Daughtrey, Authorized Agent
Nicky Nixon Daughney, Authorized Agent
STATE OF TEXAS
COUNTY OF HARRIS
Sworn to and subscribed before me on the
$\mathcal{L}_{\mathcal{L}}}}}}}}}}$
Notary Public Signature  THOMAS JOSEPH ABBATE  My Notary ID # 128519548
STATE OF TEXAS  Expires February 14, 2023
COUNTY OF HARRIS
Sworn to and subscribed before me on the
Authorized Agent of Hawthorne Ventures LLC.
Notary Public Signature  STEPHANIE BLAIR CHADWICK Notary Public Signature  Comm. Expires 04-07-2024 Notary ID 132429665



# **Texas Disclosure**

This form provides additional disclosures and acknowledgements required in Texas. It is used with the federal Closing Disclosure form.

Form T-64

Closing Information	Transaction Information
Closing Disclosure	Property Address:
Issued Date:, 20	
Closing Date:	Borrower(s):
GF #:	Address(es):
Sales Price: \$186,850.00	Seller(s): Hawthorne Ventures LLC
Loan Amount: \$176,850.00	Address(es):

Lender and Settlement Agent

Lender: Hawthorne Ventures, LP

Settlement Agent: Exodus Title, LLC

Address:

Address: 14505 Torrey Chase Boulevard, Suite 100,

Houston, TX 77014

#### **Title Insurance Premiums**

If you are buying both an owner's policy and a loan policy the title insurance premiums on this form might be different than the premiums on the Closing Disclosure. The owner's policy premium listed on the Closing Disclosure will probably be lower than on this form, and the loan policy premium will probably be higher. If you add the two policies' premiums on the Closing Disclosure together, however, the total should be the same as the total of the two premiums on this form.

The premiums are different on the two forms because the Closing Disclosure is governed by federal law, while this form is governed by Texas Law. The owner's policy and loan policy premiums are set by the Texas commissioner of insurance. When you buy both an owner's policy and a loan policy in the same transaction, you are charged the full premium for the owner's policy but receive a discount on the loan policy premium. Federal and Texas law differ on where the discount is shown. Texas law requires the discount to be reflected in the loan policy premium, while federal law requires the discount to be reflected in the owner's policy premium.

Title Agent:	Exodus Title, LLC	Owner's Policy Premiur Loan Policy Premium	n \$ \$	1,290.00 100.00
Underwriter:	First American Title	Endorsements	\$	317.20
	Insurance Company	Other	\$	0.00
		TOTA	AL \$	1,707.20
		will be paid to the Underwriter; the Title Agen paid to other parties as follows:	t will retain \$	1, <del>4</del> 51.11 (01/0),
and the remaind	er of the premium will be	paid to other parties as follows:	Services	1,451.11 (OI70),
and the remaind	er of the premium will be	paid to other parties as follows:		1, <del>43</del> 1.11 (0170),
and the remaind	er of the premium will be	paid to other parties as follows:		1, <del>43</del> 1.11 (01
	er of the premium will be	paid to other parties as follows:		1, <del>43</del> 1.11 (01

Fees Paid to Settlement Agent				
Fees Paid to Settlement Agent on t	he Closing Disclosure incl	ude:		
Title - Settlement Fee	\$500	Title - Settlement Fee	\$0	
E-Recording Fee \$12.78 E-Recording Fee \$0				

# **Texas Disclosure**

This form provides additional disclosures and acknowledgements required in Texas. It is used with the federal Closing Disclosure form.

Form T-64

Form 1-04			
Portions of the Real Estate Commissi	Real Estate Commissions disclosed on the Clasin		
1 or none of the Real Estate Continues	ions disclosed on the Closin	g Disciosure will be alsoursed to	):
Although not remained this rest	Other Discle		
Although not required, this section Section E of the Closing Disclosur	n may be used to disclose	individual recording charges	included on Line 01 of
Disclosure:	e, or to uisclose a breakao	wn oj oiner charges that were	combinea on the Closing
Document Name	Recording Fee	Document Name	Recording Fee
Deed	\$182.00		
Closing Disclosure Charge Name		uded in Closing Disclosure Cl	narge
Lender Endorsements Owner Endorsements	T-19 T-3		
Owner Endorsements	1-5		
Agent cannot guarantee the accurace Tax and insurance prorations and it are estimates for current year. If the directly between Seller and Borrow I (We) acknowledge receiving this I to make the expenditures and disbut (we are) the Borrower(s), I (we) acknowledge acknowledge.	reserves were based on finere is any change for the ver, if applicable.  Texas Disclosure and Clostreements on the Closing I	current year, all necessary acting Disclosure. I (We) authorized and I (we) approve	djustments must be made
Hawthorne Ventures LLC, a Lin  By:  Nicky Nixon Daughtrey, Au	nited Liability/Company		
By:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		

#### TAX PRORATION AGREEMENT

Date:

RE: GF (File) Number: 'Property:

- (1) Should the actual tax figures for the year prorated prove to be different, resulting in the necessity for adjustment, the undersigned agree and consent to make appropriate adjustments between themselves, and Exodus Title. LLC shall have no responsibility in this regard.
- Exodus Title, LLC shall have no responsibility in this regard.

  (2) Seller recognizes their responsibility for all taxes prior to the date of closing the subject transaction. Should it develop at a later date, that taxes other than those collected at closing are due for prior years, seller agrees to make full settlement to Exodus Title, LLC.
- (3) Purchaser recognizes their responsibility for current year taxes. Further, PURCHASER AGREES TO CONTACT ALL TAXING AUTHORITIES TO NOTIFY THEM OF THE CHANGE IN OWNERSHIP OF SUBJECT PROPERTY TO ASSURE PROPER RECEIPT OF FUTURE TAX NOTICES.

Hawthorne Ventures LLC, a Limited Liability Company Date:

Nicky Nixon Daughtrey, Authorized Agent

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

### Special Warranty Deed with Vendor's Lien

Date:	
Grantor:	Hawthorne Ventures LP
Grantor's M	ailing Address:
	Hawthorne Ventures LP 448 W 19th Street, #161 Houston, TX 77001
Grantee:	
Grantee's M	ailing Address:

## Consideration:

A note of even date executed by Grantee and payable to the order of Grantor. The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Caroline Ortego, trustee.

### Property (including any improvements):



Reservations from Conveyance:

Special Warranty Deed Page 1 of 5 For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor has reserved easements and limited use of the Property, see Exhibit B, attached and incorporated for all purposes.

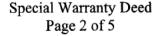
#### **Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2020 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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 will become absolute.

IT IS EXPRESSLY AGREED THAT GRANTOR IS SELLING THE PROPERTY, AND GRANTEE IS PURCHASING THE PROPERTY, AS IS WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREINABOVE; IT BEING THE



INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO. ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS, IF ANY; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, OR OTHERWISE; (vi) THE AREA. SIZE. SHAPE. CONFIGURATION, LOCATION, CAPACITY, QUANTITY, OUALITY, AUTHENTICITY, OR AMOUNT OF THE PROPERTY; (vii) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE BY ANY DESCRIPTION OF THE PROPERTY; (viii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, CONCERNING WATER IN, ON, UNDER, OR ABOUT THE PROPERTY; (ix) THE ACCURACY OR COMPLETENESS OF ANY MATTERS 'PREPARED OR DELIVERED BY ANY TITLE COMPANY; AND (x) ALL, OTHER EXPRESS- OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREINABOVE.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

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

	Hawthorne Ventures LP, a Texas Partnership,  Nicky Nixon Daughtrey, Jr., Authorized Agent
STATE OF TEXAS	)
COUNTY OF HARRIS	)
that Nicky Nixon Daughtrey	CHADWICK Stephen Washington Public State of Texas 1-07-2024
STATE OF TEXAS	)
COUNTY OF HARRIS	)
This instrument was acknowled	dged before me on
THOM: .1 ABE My Nr .28519 Expi y 14, 2	Notary Public, State/of Texas
	Special Warranty Deed Page 4 of 5  My Notary ID # 128519548 Expires February 14, 2023

### PREPARED IN THE OFFICE OF:

The Daughtrey Law Firm 2525 Robinhood St Houston, Texas 77005 Tel: (713) 669-1498

Fax: (832) 565-1366

# AFTER RECORDING RETURN TO:

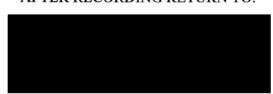


Exhibit A -

# TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303 (936)756-7447 FAX (936)756-7448 FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION



This Field Note Description was prepared from a survey performed on the ground in Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number H489-02\_Tract1.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, South Central Zone (4204).

CAREY A. JOHNSON 6524 85810 SURV

R.P.J.S. No. 6524

#### Exhibit B - Land Use Restrictions

#### **Definitions**

"Applicable Law" means all federal, state and local laws, ordinances, regulations, or rules, applicable to the person, circumstance and/or property addressed in the provision of these Land Use Restrictions in which the term appears.

"Covenants" means the covenants, conditions, and restrictions in this these Land Use Restrictions.

"Owner" means every record Owner of a fee interest of lands within the boundary of the Property, whether in whole or in part, any later tenant, lessee, or occupant of lands within the boundary the Property, whether in whole or in part.

"Real Property Records" means the real property records of the county or counties in which the Property is located.

"Structure" means any improvement on the property, including, but not limited to, a building, barn, garage, storage unit, pool, stock tank, fence, wall, patio or paved outdoor seating area, driveway, and walkway.

"Tract" or "Property" those lands described in Exhibit A.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

#### Clauses and Covenants

#### A. Imposition of Covenants; Authority of Declarant

- 1. Declarant is the owner of the Property described in Exhibit A and imposes the Covenants on the Property. All Owners and other occupants of any portion of the Property by their acceptance of their deeds, leases, or occupancy of any portion of the Property agree that the Property is subject to the Covenants.
- 2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property to benefit all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in any portion of the Property.
- 3. Each Owner or occupant of any portion of the Property agrees to comply with these Restrictions.
- 4. The restrictions and covenants in this instrument will inure to the benefit of and be enforceable by the declarant and any present or future owner of an interest in the above-described property.
- 5. Declarant, and their successors and assigns, and any owner of any parcel of the above-described property, and his or her successors and assigns, may enforce, by any proceeding at law or in equity, all restrictions imposed by this instrument. Any one or more of such persons may sue for and obtain an injunction, prohibitive or mandatory, to

prevent the breach of or to enforce the observance of the restrictions and covenants, besides ordinary legal actions for damages.

- 6. FAILURE TO ENFORCE ANY SUCH RESTRICTION OR COVENANT DURING ITS VIOLATION WILL IN NO EVENT BE DEEMED TO BE A WAIVER OF A RIGHT TO DO SO THEREAFTER. NEITHER THE SELLER NOR ANY SUBSEQUENT PURCHASER OR OWNER OF A PORTION OF THE PROPERTY OR PROPERTY ANNEXED SHALL HAVE ANY LIABILITY OF RESPONSIBILITY AT LAW OR IN EQUITY ON ACCOUNT OF THE ENFORCEMENT OF, OR ON ACCOUNT OF THE FAILURE TO ENFORCE, THE RESTRICTIONS. ENFORCEMENT IS A RIGHT BUT NOT AN OBLIGATION.
- 7. ANY ATTEMPT TO VIOLATE THIS DECLARATION OR ANY VIOLATION OF THIS DECLARATION MAY SUBJECT THE OWNER OR OCCUPANT TO PROSECUTION AT LAW, INCLUDING MONETARY DAMAGES, OR IN EQUITY, INCLUDING INJUNCTIVE RELIEF, BY DECLARANT AND ITS SUCCESSOR OR ASSIGNS, ANY OWNER, OR ANY GOVERNMENTAL ENTITY WITH JURISDICTION OVER THE PROPERTY.

### B. Building Lines and Requirements

#### 1. Building Lines. The building lines of the Property shall be:

- General All structures shall be constructed at least 30 feet from the boundary line of any Tract containing the some or all the Property.
- b. Not affected by Subdivision These requirements apply to any Tracts created by the division or combination of any lands containing any portion of the Property.
- c. Fencing Exception: For this paragraph, fences and walls are excluded from the Building Lines requirements within this paragraph.
- d. Utility Easement: Grantor reserves a utility easement 30 feet wide along the boundary lines of any Tract containing the some or all the Property.
- e. Roadway Easement: It is expressly understood and agreed that out of the property conveyed by this deed, the Grantor reserves for Grantor and Grantor's successors and assigns, the free and uninterrupted use, liberty, and easement of passing in and along the Utility Easement area described in subparagraph B 1.(d) and the right to construct a passageway or road across the easement area described above whether or not utilities are placed within the easement area. Any road or passageway construction conducted under this paragraph shall be at the sole discretion of Grantor.

2. Bridges and Culverts. Bridges constructed on or over the Property shall have at least 18 inches of clearance, or greater clearance if required by the County or municipality where the property is located.

#### C. Use and Activities

- 1. Permitted Use. The Property may be used for any lawful use or purpose, subject to the limitations of paragraph C (2), below.
  - 2. Prohibited Activities. Prohibited activities are
    - a. any activity in violation of these Restrictions;
    - b. any activity prohibited by Applicable Law;
    - c. Livestock and Poultry: Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred, and maintained on any Tract under these conditions:
      - i. All horses, cattle or other livestock or animals shall be kept enclosed on the Tract by suitable fencing.
      - No swine may be bred, kept or maintained on any Tract containing some or all of the property, except one (1) per acre, owned for personal consumption or show competition.
      - iii. No chickens, turkeys or other poultry may be kept or raised in this project, except twenty-five (25) per acre owned for personal consumption or show competition, but shall be limited to one hundred (100) in the aggregate at any one time.
      - iv. Horses are permitted on the property.
      - v. Cattle are permitted on the property, but feed lots are NOT permitted.
      - vi. Each Tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring Tracts.
    - d. Garbage & Refuse Disposal: Each Tract including any improvements on the Tract shall be maintained:
      - No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. Each Tract owner shall be responsible for disposing of all trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority.
      - ii. Sewage Disposal. All dwellings placed on the Property must

be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The system must be maintained at all times so as to not cause an environmental hazard or smell.

- iii. No outside, open or pit type toilets will be permitted on the Property.
- iv. All dwellings constructed on this Property, prior to occupancy, must have a sewage disposal system installed.
- e. Vehicles: No Tract shall be used as a storage or salvage yard.
- f. Other Prohibited Uses: 1) Smelting of iron, tin, zinc or other ores refining of petroleum or its products; 2) industrial use, including, without limitation, heavy manufacturing, fabrication facilities and testing facilities; 3) resale or pawn shops, flea markets, or bankruptcy, fire sale or auction business; 4) a tavern, bar, or nightclub, or any other similar establishment; 5) an adult bookstore or other establishment selling, renting or exhibiting pornographic materials or any sexually oriented business; 6) any sexually oriented business, as the term is generally construed, or 7) commercial skeet, trap, pistol or rifle range.
- g. Nuisances: No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property.
- h. Further Subdivision: No Tract may be further subdivided so it creates a Tract that is less than one (1) acre. No Tract may be further subdivided unless there are no liens on the Tract.
- i. any storage of
  - i. items that constitute a threat to the safety of persons or property, including toxic or volatile chemicals, unless they are customarily used in the business operated on the Property, and are properly used and stored in accordance with manufacturer's directions, industry standards and best practices, to mitigate the risk of harm.
- j. Billboards. No billboards shall be erected on the Property. Owners may place signs for the sale, lease or rental of the property or for business conducted on the property.
- k. Damaged Structures. Any Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within two-hundred seventy (270) days and the Tract

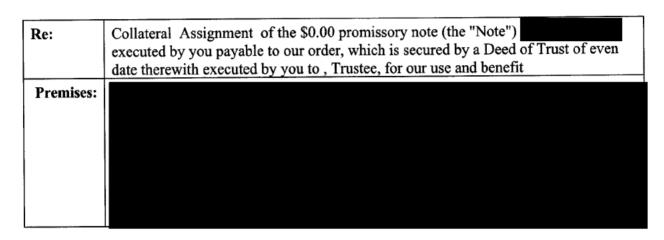
restored to a clean and orderly condition.

#### D. Subordination

No breach of the covenants or other restrictions in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value on the abovedescribed property or any parcel in it; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

#### E. Binding Effect

The restrictions in this instrument will run with the land and will bind all persons having any right, title, or interest in or to the above-described property or any part of such property, and their heirs, successors, and assigns.



Dear

We have executed a Collateral Assignment of Note and Liens (the "Collateral Assignment"), a copy of which is enclosed for your reference. The Collateral Assignment assigns the Note to Allegiance Bank (the "Bank") as security for a loan to us.

Upon the Bank making such a request, we hereby authorize and direct you to make any payments owing to us directly to the Bank at:

Attn: Garrett Pye Allegiance Bank 2401 Eldridge Parkway South Houston, TX 77077

In order to induce the Bank to extend its loan, you, by signing below, and we represent, warrant and covenant to the Bank that the following statements are true:

1. The copies of the Note and other documents attached as Exhibit "A" to this letter agreement are true and correct copies of the originals of such documents, have not been further modified, amended or waived, and are exactly what they purport to be.

- The Note is not in default. As of this date, the unpaid principal balance on the Note is \$0.00, and interest has been paid through that date.
- You have no claims, defenses, or rights of offset against the Note, and to the extent, any such claims, defenses or rights of offset exist, you waive them and release the Bank from them.
- You and we agree to execute and deliver to the Bank any and all documents and 4 instruments reasonably requested by the Bank in order to carry out the collateral assignment of the Note to the Bank.
- The undersigned individual signing for and on behalf of you is duly authorized and 5. empowered to sign this letter and bind you to the agreements set out in this letter.

Please acknowledge your receipt and acceptance of this letter on the enclosed copy by signing and returning it to the Bank at the address shown above.

Sincerely,

Hawthorne Ventures AP, a Texas Partnership

ACCEPTED AND AGREED TO THIS

FILER'S name, street address ZIP or foreign postal code, an Exodus Title, LLC 14505 Torrey Chase E Suite 100 Houston, TX 77014 United States of Amer (281) 397-9200	s, city or town, state or province, country, d telephone number	1 Date of closing 2 Gross proceeds \$186,850.00	OMB No. 1545-0997 Form <b>1099-S</b>		eeds From Real te Transactions
TRANSFEROR'S name	TRANSFEROR'S TIN	3 Address (including city, s	state, and ZIP code) or legal de	scription	Copy B For Transferor This is important tax information and is being furnished to the IRS. It you are required to file a
Hawthorne Venture: Street address (including apt.		4 Transferor received or was part of the considera	will receive property or service ation (if checked) .	s $\square$	return, a negligence penalty or other sanction may be
City or town, state or province, country, and ZIP or foreign postal code		alien, foreign partnership, foreign estate, or foreign trust) item is requireported an determines t			imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
Account number (see instruction	ons)	6 Buyer's part of real esta \$0.00	ite tax		
Form <b>1099-S</b>	(keep for your records)	www.irs.gov/Form1099S	Department of the Tr	easury - Int	ernal Revenue Service

### Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the IRS and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the Instructions for Schedule D (Form 1040 or 1040-SR). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

**Transferor's taxpayer identification number (TIN).** For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the issuer has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

- Box 1. Shows the date of closing.
- Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.
- Box 3. Shows the address or legal description of the property transferred.
- **Box 4.** If checked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.
- **Box 5.** If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).
- Box 6. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Schedule 1 (Form 1040 or 1040-SR). For more information, see Pub. 523, Pub. 525, and Pub. 530.

# **Closing Disclosure**

#### Closing Information

**Date Issued** 

Closing Date

Disbursement Date

Settlement Agent

File #

Property

Sale Price

Exodus Title, LLC

\$186,850.00

#### Transaction Information

Borrower



Seller Lender Hawthorne Ventures LLC Hawthorne Ventures, LP

#### Summaries of Transactions

#### SELLER'S TRANSACTION

\$186,850.00 M. Due to Seller at Closing

01 Sale Price of Property

02 Sale Price of Any Personal Property Included in Sale

03

04 05

06

07 80

Adjustments for Items Paid by Seller in Advance

09 City/Town Taxes

10 County Taxes

11 Assessments

12 13

14

15

16

#### N, Due from Seller at Closing \$185,466.28

01 Excess Deposit

02 Closing Costs Paid at Closing (J)

03 Existing Loan(s) Assumed or Taken Subject to

04 Payoff of First Mortgage Loan

05 Payoff of Second Mortgage Loan

06

07

08 Seller Credit

\$176,850.00 09 Seller Finance

10 11

12

13

#### Adjustments for Items Unpaid by Seller

14 City/Town Taxes

15 County Taxes 01/01/2020 to 05/29/2020 \$4.80

16 Assessments

17

18 19

Cal	cu	lat	io	n

\$186,850.00 Total Due to Seller at Closing (M) Total Due from Seller at Closing (N) -\$185,466.28

Cash to Close From X To Seller

\$1,383.72

#### Contact Information

#### Real Estate Broker (B)

Name

Address

ST License ID

Contact

\$186,850.00

\$8,611.48

Contact ST License ID

Email Phone

#### Real Estate Broker (S)

Blue Indie Realty Name

448 West 19th Street 161 Houston, TX

Address 77008

9007909 ST License ID

Contact

Contact ST License ID

Email Phone

Settlement Agency

Exodus Title, LLC Name

14505 Torrey Chase Boulevard

Address Suite 100

Houston, TX 77014

ST License ID 1877588 Contact Thomas Abbate

Contact ST License ID 1884508

Email tom@exodustitle.com (713) 305-8353 Phone

> Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at

www.consumerfinance.gov/mortgage-closing

# **Closing Cost Details**

	Seller P	
LOAN COSTS	At Closing	Before Closin
Origination Charges		
0% of Loan Amount (Points)		
2 Loan Servicing to Texstar Escrow	\$100.00	
Broker Fee to Texas Pride Lending	\$500.00	
4		
Services Borrower Did Not Shop For		
1		
2		
3		
4		
55		
. Services Borrower Did Shop For		
1 Title - Settlement Fee to Exodus Title, LLC	\$500.00	
2 Title - Lender's Title Policy to First American Title Insurance Company	\$1,237.00	
3 Title - Lender's T-19 Endorsement to First American Title Insurance Company	\$123.70	
	<b>4</b> ===	
04		
95 		
06		
07		
88	1	
OTHER COSTS		
		<del> </del>
Taxes and Other Government Fees	\$182.00	
01 Recording Fees Deed: \$182.00 Mortgage:	\$102.00	
02		
03		
04	ļ	
F. Prepaids		
01 Homeowner's Insurance Premium		
2 Mortgage Insurance Premium		
03 Prepaid Interest	ļ	
04 Property Taxes	ļ	
05		
G. Initial Escrow Payment at Closing		
01 Homeowner's insurance	ļ	
02 Mortgage insurance		
O3 Property taxes		
04	}	
05		
06		
07		
08		
H. Other		
11 Listing Agent Commission 1.5% Agent 1.5% to Blue Indie Realty	\$5,605.50	
02 E-Recording Fee to Exodus Title, LLC	\$12.78	
03 Title - Owner's T-3 Endorsement to First American Title Insurance Company	\$193.50	
04 Title - Owner's Title Policy (Optional) to First American Title Insurance Company	\$153.00	
35 Title - State of Texas Policy Guaranty Fee (Owner's Policy) to Texas Title Insurance Guaranty Association	\$4.00	
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<b>1</b> 3	1	

Closing Disclosure Page 2

Hawthorne Ventures LLC, a Lingued Hability Company

By:

Nicky Nixon Daughtrey, Authorized Agent

Closing Disclosure

# AFFIDAVIT AS TO DEBTS AND LIENS

		DF TEXAS } HARRIS }
(whethe		ORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter referred to as "Affiant") or more) and each on his oath, deposes and says, as follows:
1.		at is the owner of the following described property, to wit:  EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
2.	Affiai	nt is desirous of selling the above described property and has requested Exodus Title, LLC, agent for First American Insurance Company, to issue a title policy guarantying the title of same to his purchaser.
3.	In cor a)	nnection with the issuance of such policy Affiant makes the following statements and facts:  That Affiant owes no past due Federal or State taxes and that there are no delinquent Federal Assessments presently existing against affiant, and that no Federal or State Liens have been filed against Affiant.
	b)	That here are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, Municipal Water District or other governmental agency for taxes levied against said property.
	c)	All labor and material used in the construction of improvements or repairs, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic's or Materialmen's liens against the hereinabove property.
	d)	That no paving assessments or lien has been filed against the hereinabove described property, and Affiant owes no paving charges.
	e)	That there are no judgment liens filed against Affiant.
	f)	That there are no suits pending against Affiant in Federal or State Court.
	g)	That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
_	h)	That there are no outstanding home improvements loans, recorded or unrecorded, except as follows:  Collaterial Assignment of Wife  Fartial Release for this Tract
	i)	That Affiant has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
	j)	No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:
		Secured Party Approximate Amount

	k)	No loans of any kind on such p	property except the following:	Approximate Amount
4.	Exoc		a title policy on said property at	nts of fact relative the hereinabove described property and that such statements have been made as a material
WITN	NESS my	y hand and official seal this the		
				Hawthorne Ventures LLC, a Limited Liability Company  By  Nicky Nixon Daughtryy, Authoriz ed Agent
Sworn	n to and orized A	EXAS THARRIS Subscribed before me on the gent of Hawthorne Ventures LLC  William Signature	STEPHANIE BLAIR	/ Nicky Nixon Daughtrey,
<b>NO</b> TAL	y Public	Signature	OF Notary Public, State Comm. Expires 04 Notary ID 1324	te of Texas 4-07-2024

# T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT

(May be Modified as Appropriate for Commercial Transactions)

Date:				GF No.
	f Affiant(s):	Hawthorne Ventures LLC		
	s of Affiant:		*******	
County	tion of Property:			
		First American Title Insurance (	Company	
	Company" as used ints contained here		Company whose policy of t	itle insurance is issued in reliance upon the
Before	me, the undersigne	ed notary for the State of Texas, p	ersonally appeared Affiant(s)	who after by me being duly sworn, stated:
1.	We are the own management, ne	ners of the Property. (Or state eighbor, etc. For example, "Affiar	other basis for knowledge to at is the manager of the Prope	by Affiant(s) of the Property, such as lease, rty for the record title owners.")
2.	We are familiar	with the property and the improve	ments located on the Property	y.
3.	boundary covera may make excep owner of the pro	age in the title insurance policy(intions to the coverage of the title	es) to be issued in this transa insurance as Title Company r a sale, may request a similar	ared owner or lender has requested area and action. We understand that the Title Company nay deem appropriate. We understand that the amendment to the area and boundary coverage nium.
4.	To the best of ou	r actual knowledge and belief, sir	nce	there have been no:
		projects such as new structures, nts or fixtures;	additional buildings, rooms,	garages, swimming pools or other permanent
	b. changes in t	the location of boundary fences or	r boundary walls;	
	c. construction	n projects on immediately adjoini	ng property(ies) which encro	ach on the Property;
				uch as a utility line) by any party affecting the
5.		following (If None, Insert "None	e" Below):	
6.	and boundary co	verage and upon the evidence of	the existing real property sur	nents made in this affidavit to provide the area wey of the Property. This Affidavit is not made a warranty or guarantee of the location of
7.	the information			e company that will issue the policy(ies) should rsonally know to be incorrect and which we do
		Notary Comm	ANIE BLAIR CHADWICK Public, State of Texas 1. Expires 04-07-2024 ary ID 132429665	Hawthorne Ventures LLC, a Limited Liability Company  By: Nicky Nixon Daughtrey, Authorized Agent
swor	N AND SUBSCR	IBED th		Stoppin Goodlen

Revised 7/2012

Notary Public	

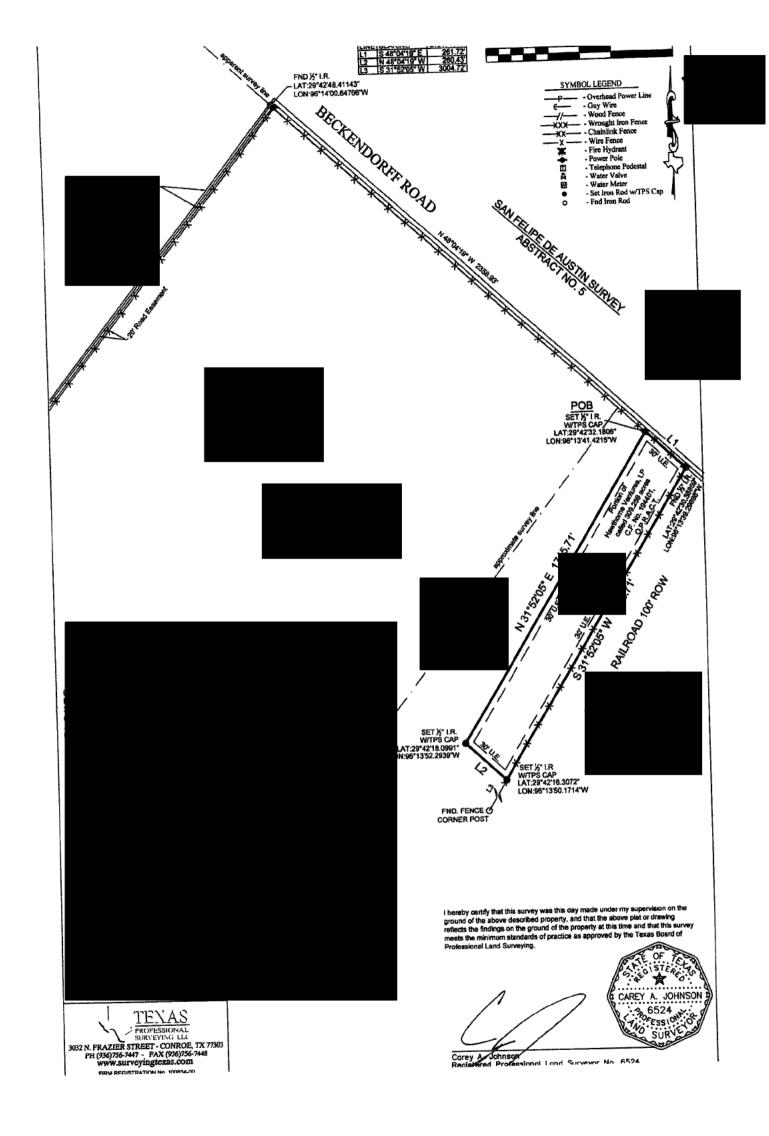


Exhibit A -

# TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303 (936)756-7447 FAX (936)756-7448 FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION



This Field Note Description was prepared from a survey performed on the ground in Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number H489-02\_Tract1.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, South Central Zone (4204).

CAREY A. JOHNSON 6524 85810 SURV

R.P.J.S. No. 6524

# Collateral Transfer of Note and Lien

# **Basic Information**

Date:
Debtor: Hawthorne Ventures LP
Debtor's Mailing Address: 448 W 19th Street, #161, Houston, TX 77001
Secured Party: Allegiance Bank
Secured Party's Mailing Address: 2401 Eldridge Parkway South, Houston, TX 77077
Classification of Collateral: Instrument
Collateral (including all accessions): All of Debtor's interest in the Collateral Note and the Collateral Note Security.
Collateral Note: That certain Promissory Note in the amount of \$176,850.00, Note executed by and payable to the order of Hawthorne Ventures LP, dated
Current Balance of Collateral Note: \$176,850.00
Collateral Note Security: Deed of Trust dated this day, between as grantor, to, Trustee, on behalf of Hawthorne Ventures LP, as Lender.
Property description: '
Consideration: Partial Release of Lien dated as to the above-described property, partially releasing that one certain Promissory Note, dated in the original principal sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO 00/100 DOLLARS (\$1,250,000.00), executed by HAWTHORNE VENTURES, LP, a Texas limited partnership, 448 W 19th Street, #161, Houston, Texas 77008, payable to the order of ALLEGIANCE BANK, a Texas banking corporation, whose address for notice is 8727 W. Sam Houston Parkway N., Houston, Texas 77040, secured by a Deed of Trust and Security Agreement (with Collateral assignment of Rents and Financing statements) of even date

Collataeral Note Payments: All payments on the Collateral Note are to be made directly to Debtor until after the occurrence of an event of default, at which time Secured Party may notify the Collateral Note maker to make all future payments to Secured Party.

#### A. Granting Clause

Debtor grants to Secured Party a security interest in the Collateral and all its proceeds to secure Debtor's Obligation and all renewals of any of the Obligation.

#### B. Deliveries

Simultaneously with Debtor's execution and delivery to Secured Party of this agreement, Debtor has endorsed and delivered to Secured Party the original Collateral Note, thereby making Secured Party the person entitled to enforce the Collateral Note.

#### C. Debtor Represents the Following:

- C.1. Debtor has the authority to grant this security interest, free from any setoff, claim, restriction, security interest, or encumbrance except liens for taxes not yet due.
- C.2. All information about Debtor's financial condition is or will be accurate when provided to Secured Party.
  - C.3. The current balance of the Collateral Note is correct.
  - C.4. The Collateral Note has not been modified and is not in default.
  - C.5. There are no defenses or offsets to the Collateral Note.
  - C.6. The lien of the Collateral Note Security is a first lien.
- C.7. The Collateral represents the valid, legally enforceable obligation of the Collateral Note maker.
- C.8. Debtor will keep the records of payments on the Collateral Note at Debtor's Mailing Address.

#### D. Debtor Agrees to-

D.1. Defend the Collateral against all claims adverse to Secured Party's interest and keep the Collateral free from liens.

- D.2. Pay all of Secured Party's expenses incurred, including reasonable attorney's fees and legal expenses assessed by a court, to (a) obtain, preserve, perfect, defend, or enforce this agreement; (b) dispose of, collect, or enforce the Collateral; or (c) collect or enforce the Obligation. These expenses will bear interest from the date of advance at the highest rate allowed by law and are payable on demand at the place where the Obligation is payable. These expenses and interest will become part of the Obligation and will be secured by this agreement.
- D.3. Sign any documents that Secured Party considers necessary to obtain, maintain, and perfect this security interest.
- D.4. Notify Secured Party immediately of any material change in the Collateral; change in Debtor's name, address, or location; change in any representation in this agreement; change that may affect this security interest; or any default.
- D.5. Maintain accurate records of the Collateral; furnish Secured Party any requested information related to the Collateral; and allow Secured Party to inspect and copy all records relating to the Collateral.
  - D.6. Perform all obligations required under the Collateral Note Security.
- D.7. Preserve the liability of all obligors on the Collateral and preserve the priority of all security for the Collateral.
- D.8. On Secured Party's demand, deposit all payments received as proceeds of the Collateral in a special bank account designated by Secured Party, who alone will have power of withdrawal.
- D.9. Cause the Collateral Note maker to pay and perform all obligations under the Collateral Note and the Collateral Note Security and inform Secured Party immediately of default in the payment or performance of the Collateral Note.

#### E. Debtor Agrees Not to-

- *E.1.* Renew, extend, or modify the Collateral Note or grant releases of any part of the property securing the Collateral Note.
  - *E.2.* Modify any terms in the Collateral Note Security.
- E.3. Commingle any payments on the Collateral with any of Debtor's other funds or property.

#### F. Default and Remedies

F.1. A default exists if—

- a. Debtor fails to timely pay or perform any Obligation, covenant, or liability in any written agreement between Debtor and Secured Party;
- b. any representation in this agreement is materially false when made;
- c. a receiver is appointed for Debtor or any of the Collateral;
- d. the Collateral is assigned for the benefit of creditors;
- e. to the extent permitted by law, a bankruptcy or insolvency proceeding is commenced against or by any of the following parties: Debtor; the Collateral Note maker; any partnership of which Debtor is a general partner; or any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of the Obligation;
- f. any of the following parties is terminated: Debtor; the Collateral Note maker; any partnership of which Debtor is a general partner; or any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of the Obligation; or
- g. default exists under the Collateral Note or the Collateral Note Security.

#### F.2. Secured Party may at any time—

- a. take control of any proceeds of the Collateral;
- b. release any Collateral in Secured Party's possession to any debtor, temporarily or otherwise;
- take control of proceeds of insurance on the Collateral Note Security and reduce any part of the Obligation accordingly or permit Debtor to use such funds to repair or replace damaged or destroyed Collateral covered by insurance;
- demand, collect, convert, redeem, settle, compromise, receipt for, realize
  on, sue for, and adjust the Collateral either in Secured Party's or Debtor's
  name, as Secured Party desires; or
- e. exercise all other rights available to an owner of such Collateral.

#### F.3. If a default exists, Secured Party may—

a. declare the unpaid principal and earned interest of the Obligation immediately due in whole or part;

- b. enforce the Obligation; and
- c. exercise any rights and remedies granted by law or this agreement.
- F.4. Foreclosure of this security interest by suit does not limit Secured Party's remedies, including the right to sell the Collateral under the terms of this agreement. Secured Party may exercise all remedies at the same or different times, and no remedy is a defense to any other. Secured Party's rights and remedies include all those granted by law or otherwise, in addition to those specified in this agreement.
- F.5. If the Collateral is sold after default, recitals in the bill of sale or transfer will be prima facie evidence of their truth and all prerequisites to the sale specified by this agreement and by law will be presumed satisfied.

#### G. Collateral Note/Enforcement of Power of Sale

- G.1. Debtor has endorsed and delivered the Collateral Note to Secured Party. Secured Party is the holder of the Collateral Note and the sole party with power to appoint a substitute trustee or request the trustee to act. Any foreclosure action requested by Debtor is void.
- G.2. Any foreclosure sale under the Collateral Note Security will be at such time and on such terms as Secured Party may, in its discretion, approve. If Secured Party approves a bid from Debtor without payment in full of the Collateral Note, Debtor must provide a mortgagee's title insurance policy with only such exceptions as Secured Party approves and execute such additional security documents as Secured Party may require.
- G.3. Debtor assigns, transfers, and conveys to Secured Party all amounts due on the Collateral Note. Collateral Note maker is directed to make payments on the Collateral Note in accordance with the Collateral Note payments provision above.
- G.4. Debtor indemnifies Secured Party from all claims made against or incurred by Secured Party from any action in connection with the Collateral Note or the Collateral Note Security documents.

#### H. General

- H.1. Notice is reasonable if it is mailed, postage prepaid, to Debtor at Debtor's Mailing Address at least ten days before any public sale or ten days before the time when the Collateral may be otherwise disposed of without further notice to Debtor.
- H.2. This security interest will neither affect nor be affected by any other security for any of the Obligation. Neither extensions of any of the Obligation nor releases of any of the Collateral will affect the priority or validity of this security interest as to any third person.

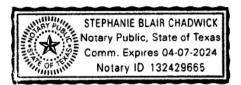
- H.3. This agreement binds, benefits, and may be enforced by the successors in interest of the parties, except as otherwise provided. Assignment of any part of the Obligation and Secured Party's delivery of any part of the Collateral will fully discharge Secured Party from responsibility for that part of the Collateral. All representations and obligations are joint and several as to each Debtor.
- H.4. Secured Party's delay in exercising, partial exercise of, or failure to exercise any of its remedies or rights does not waive Secured Party's rights to subsequently exercise those remedies or rights. Secured Party's waiver of any default does not waive any further default by Debtor. Secured Party's waiver of any right in this agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.
- H.5. This agreement may be amended only by an instrument in writing signed by Secured Party and Debtor.
- H.6. The unenforceability of any provision of this agreement will not affect the enforceability or validity of any other provision.
- H.7. This agreement will be construed according to Texas law. This agreement is to be performed in the county of Secured Party's Mailing Address.
- H.8. Interest on the Obligation secured by this agreement will 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 will be credited on the principal of the Obligation or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Obligation or, if the principal of the Obligation has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the Obligation.
- H.9. In no event may this agreement secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
  - H.10. When the context requires, singular nouns and pronouns include the plural.

Nicky Nixon Daughtrey, J.J., Authorized Agent

STATE OF TEXAS	)
COUNTY OF HARRIS	)

Before me, on this day personally appeared Nicky Nixon Daughtrey, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Nicky Nixon Daughtrey, Jr. executed the same as the act of Hawthorne Ventures LP, a Texas Partnership, as its Authorized Agent, for the purposes and consideration therein expressed.

Given under my hand and seal of office this



Notary Public, State of Texas My commission expires: 04-07-2024

#### PREPARED IN THE OFFICE OF:

The Daughtrey Law Firm 2525 Robinhood St Houston, Texas 77005

Tel: (713) 669-1498 Fax: (832) 565-1366

#### AFTER RECORDING RETURN TO:

Hawthorne Ventures LP 448 W 19th Street, #161 Houston, TX 77001 Exhibit A -

# TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303 (936)756-7447 FAX (936)756-7448 FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION



This Field Note Description was prepared from a survey performed on the ground in Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number H489-02\_Tract1.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, South Central Zone (4204).

CAREY A. JOHNSON 6524 85810 SURV

R.P.J.S. No. 6524

Seller: Hawthorne Ventures LP

**Buyer:** 

**Property Address:** Property Known As:

Reference

Commitment Date:

Purchase Price: \$186,850.00 **Effective Date:** 

**Closing Date:** 

Transaction Type: Collateralized Note

Legal Description:

#### FINANCING INFORMATION

RMLO Fees:

First Payment Date

Total Deposit: Total Loan Amount:

Purchase Price: Total Monthly Payment:

Term in Years: Interest Rate:

Maturity Date

#### LOAN SERVICING INFORMATION

Mortgage Servicer Set Up Fee: Monthly Service Fee:

\$15.00 Escrow Tax: \$15.00 Prepaid Tax Escrow: \$135.00

Prepaid Interest: \$145.25 **Escrow Insurance:** \$0.00

> \$ 410.25 Total:

\$100.00

#### **BUYER'S LENDER**

Name: Hawthorne Ventures LP

Contact: Mark Invart

Phone: 832-677-6756

Email: minyart@gmail.com

Address: 448 W 19th Street, #161,

Houston, TX 77001

#### MORTGAGE SERVICES

Name: Texstar Escrow

915-201-4337 Phone:

Email:

\$0.00

\$10,000.00

\$176,850.00

\$186,850.00

\$1,900.44

10.00%

15

Address: 5809 Acacia Circle

El Paso, TX 79912

#### SELLER'S INFORMATION

SELLER'S LENDER Name/s: Allegiance Bank

Name/s: Hawthorne Ventures LP Address:

Address: 448 W 19th Street, #161,

Houston, TX 77001

2401 Eldridge Parkway South Houston, TX 77077

#### LISTING BROKER

Broker Name: Blue Indie Realty Inc

Address: 448 West 19th Street #161

Houston, TX 77008

Commission: 1.5%

#### SELLING ASSOCIATE

Name: Maria Villata

Phone: Email:

Address: 448 West 19th Street #161

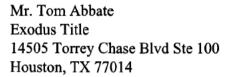
Houston, TX 77008

Commission: 1.5%

# Collateral Assignment <u>Cover Sheet - Closing Instructions</u>

Tract:	Hawthorne Ventures, LP
GF:	
Closing Date:	
Buyer:	
Seller:	
	Hawthorne Ventures LP 448 W 19th Street, #161 Houston, TX 77001
Lender:	
	Hawthorne Ventures LP 448 W 19th Street, #161 Houston, TX 77001
Legal Description:	

#### **Closing Instructions**



Re: \$176,850.00 Loan ("Loan") from Hawthorne Ventures LP ("Lender") to ("Borrower")

Dear Mr. Abbate,

Enclosed with this letter or otherwise delivered to you are the following documents for your use in closing this Loan (collectively, the "Documents"):

- a) Special Warranty Deed with Vendor's Lien
- b) Promissory Note in the original principal amount of the Loan
- c) Deed of Trust
- d) Guaranty
- e) First Payment Notice
- f) Assignment of Rent
- g) Collateral Assignment of Note
- h) Estoppel Letter
- i) Texstar Escrow's Borrower's Escrow Package

WINDSOR CHASE must approve the settlement statement prior to closing. Please email to for review and approval. Mrs. Chacon's telephone number is

Please collect the following fees on behalf of Lender:

Loan Servicing Setup Fee – payable to Texstar Escrow	\$100.00
RMLO Processing Fee payable to Texas Pride Lending	\$500.00
Prepaid Tax Escrow Amount	\$135.00
Prepaid Interest from closing date to the end of the month, payable to Texstar Escrow	\$145.25
TOTAL	\$ 880.25

Ensure that all real estate taxes and any and all fees and costs associated with any pending lawsuit for the collection of taxes are paid at closing. Ensure that all homeowner's association dues are paid, if any.

It is understood that you will prepare a settlement statement setting forth the proceeds of the Loan being disbursed and the purposes for which the proceeds are being applied (the "Settlement Statement").

**FUNDING AUTHORIZATION REQUIRED:** Before you disburse any funds received by you from Lender or otherwise advise Lender that this transaction has closed, submit to Lender an electronic copy of the executed closing documents for approval and funding authorization.

#### The following documents must be delivered to Lender within 36 hours of closing:

Promissory Note	ORIGINAL
Deed of Trust	ORIGINAL

Special Warranty Deed with Vendor's Lien CERTIFIED COPY

Title Policy ORIGINAL
Promissory Note COPY

Deed of Trust CERTIFIED COPY

Collateral Assignment of Note COPY
Estoppel Letter COPY
Partial Release of Lien ORIGINAL

The address(es) to deliver a complete set of the above documents to each Lender is the following:



Please provide the documents listed below to:

Attn: Garrett Pye Allegiance Bank 2401 Eldridge Parkway South Houston, TX 77077

Promissory Note ORIGINAL
Deed of Trust ORIGINAL
Collateral Assignment of Note ORIGINAL
Estoppel Letter ORIGINAL

In addition, please overnight a certified copy of borrowers' signed documents along with the check for the for fees payable to Texstar Escrow, including interest to:

**Texstar Escrow** 

#### 5809 Acacia Circle El Paso, TX 79912

## Once closed and funded please send a digital complete executed package to Terry Chacon at <a href="mailto:closer@windsor-chase.com">closer@windsor-chase.com</a>.

Please confirm that all blanks in the enclosed Documents are completed before their execution. Please be certain that the Deed of Trust is immediately recorded in the real property records of Austin County, Texas.

Before you disburse any funds receiv	ed by you from Lender or otherwise advise
Lender that this transaction has closed, please b	e certain that the title insurer is in a position to
issue, and will issue, to Lender a loan policy of	title insurance (the "Loan Policy") in the form
prescribed by the Texas State Board of Insuran	ce, written by the same underwriter that issued
the Commitment for Title Insurance (the "Con	nmitment") with an issuance date of
and an effective date of	der the above-referenced GF number. The Loan
Policy must be issued in accordance with the Co	emmitment, except as follows:

- a. The Insured under the Loan Policy must read exactly as the Lender's name is set forth in the Note, with the following additional phrase: "and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions":
- b. The effective date of the Loan Policy must be the date on which the Deed of Trust is filed of record;
- c. The lien insured by the Loan Policy must be the first-priority lien arising under the Deed of Trust;
- d. The real property described in the Loan Policy must be the same property described in the Deed of Trust and in the survey, if provided;
- e. Fee simple title to the real property described in the Deed of Trust must be shown by the Loan Policy to be vested in Borrower, and any easements benefiting the real property must be included in the description of the property insured by the Loan Policy;
- f. If a survey is provided, item 2 of Schedule B of the Loan Policy must be modified to read "shortages in area" only provided, however, that if the final survey delivered to you reflects one or more encroachments or other matters, the Loan Policy may except to the encroachments and other matters reflected in the survey of the Loan Policy contains a T-19 endorsement as to those encroachments or other matters;
- g. Item 3 of Schedule B of the Loan Policy must be modified to delete the words "and subsequent assessments for prior years due to change in land usage or ownership," and must except only to taxes, assessments, and stand-by fees for the year and subsequent years, not yet due and payable;
- h. The exceptions to title shown on Schedule B of the Loan Policy must include only the Permitted Exceptions set forth in the Deed of Trust (so that the following-listed items from Schedule B of the Commitment must be deleted):

Joan Polu Ja OTP

i. All matters described on Schedule C of the Commitment must be satisfied and resolved to your complete satisfaction so that none of these matters will appear as exceptions in the Loan Policy;

- j. There should be no exception in the Loan Policy for any lack of right of access to and from the Property;
- k. The Arbitration Clause in the Conditions and Stipulations section of the Loan Policy should be deleted pursuant to Procedural Rule P-36;
- 1. There should be no exception in the Loan Policy for parties in possession (except for tenants as lessees only under unrecorded leases with no right of purchase or right of first refusal);
- m. There should be no exception in the Loan Policy for visible or apparent easements on the Property; and

n. The following endorsements to the Loan Policy should be provided: 7-36 N/A

By disbursing Loan funds, you will certify to Lender that all matters disclosed in Schedule C of the Commitment have been or will be paid, satisfied, or otherwise resolved to the complete satisfaction of the title insurer before the issuance date of the Loan Policy and that no exceptions for any item on Schedule C of the Commitment will be contained in the Loan Policy, and that you have complied with the requirements and conditions of the letter.

If for any reason, you cannot or will not comply with all of the requirements and conditions of this letter, please inform the undersigned immediately. The Title Company is not authorized to close the transaction on behalf of Lender unless the Title Company complies with the requirements and conditions of this letter.

If you have any questions regarding any aspect of this transaction or the instructions set forth herein, please call us at your earliest opportunity.

Sincerely,

Hawthorne Ventures LP

### **COMMISSION PAYMENT INSTRUCTIONS**

Tract:		
GF:		
Closing Date:		
Listing Broker	3.0%	,
Commission:		
	Blue Indie Realty Inc	
	448 West 19th Street #161	/
	Houston, TX 77008	
Selling Agent	1.5%	/
Commission:		
	Blue Indie Realty Inc	
	448 West 19th Street #161	/
	Houston, TX 77008	

## FIRST PAYMENT NOTICE

Date:		
Lender:	Hawthorne Ventures LP	
Borrower:		
Property:		
Closing Date:		
	stand and acknowledge that the monthly pay ed transaction will be as follows:	ment of the Promissory Note for
Mor	nthly Principal and Interest	\$1,900.44
N	In the American Service Fees	\$15.00
	Monthly Tax Escrow	\$15.00
1	Monthly Insurance Escrow	\$0.00
	Total Monthly Payment	\$1,930.44
The first pa	ayment is due on:	
Make all checks,	money orders or cashier's check payable to	o: Texstar Escrow.
Monthly Payment	s should be mailed to:	

Texstar Escrow 5809 Acacia Circle El Paso, TX 79912

Tel: (915) 201-4337

You may not receive payment coupons before the first payment is due. Therefore, please use this notice to make the first payment.

## **Closing Disclosure**

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Informati	ion	Transac	tion Information	Loan Inforr	mation
Date Issued		Borrowe		Loan Term	15 years
Closing Date				Purpose	Purchase
Disbursement Date Settlement Agent	Exodus Title, LLC			Product	Fixed Rate
File #	Exodus Fille, LLC	eller	Hawthorne Ventures, LP	Loan Type	Conventional FHA
Property			448 West 19TH ST. #161	200	□ VA ▼ VACANT LAND
			Houston, TX 77008	Loan ID#	TPL-WINDSOR
Sale Price	\$186,850	Lender	Hawthorne Ventures, LP	MIC#	
Loan Terms		<u> </u>	Can this amount inc	ease after Closing	
Loan Amount		\$176,850	NO		
Interest Rate		10%	NO		
		<b>A</b>			
Monthly Princip		\$1,900.44	NO		
Estimated Total N	yments below for your Ionthly Payment				
				<ul> <li>4 10 1 2 1 4 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1</li></ul>	
			Does the loan have t	pese leakures /	
Prepayment Pe	enalty		NO		
Balloon Payme	ent		NO		
Projected Payr	nents	1			
Payment Calcu	lation		Years (L/15)		
Principal & Inter			\$1,900.44		
r incipal & intel	Cot		ψ1, <del>300.44</del>		
Mantagana Inggan			•		
Mortgage Insura		+	0		
Estimated Escre		+	30.00		
Estimated Tota Monthly Payme			\$1,930.44		
			This estimate includes		In escrow?
			☑ Property Taxes		YES
Estimated Taxe & Assessment	es, Insurance	\$30	☐ Homeowner's Insurance		120
Amount can incre		a month	☑ Other: Loan Servicing Fee		YES
See page 4 for de	etails		See Escrow Account on page 4 for d costs separately.	etails. You must pay fo	r other property
Costs at Closin	ng				
Closing Costs		\$780.35	Includes \$500.00 in Loan C in Lender Credits. See page 2 t		n Other Costs - \$0
Cash to Close		\$8,275.55	Includes Closing Costs. See C	Calculating Cash to Clos	se on page 3 for details.

## **Closing Cost Details**

			AND THE PARTY OF T		No. of the contract of the con
		Borrower-Paid	. Selle	rPaide: 15 s	Paid by
Loan Costs		atichelps Patara Class	Attilación	Balling Classes	Others
		At Closing Before Closic			
A. Origination Charges		1 - (1) (2) (10 - (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)			
01 % of Loan Amount (Points)	And the second s	The second secon		T	
02 Loan Servicing					
03 Mortgage Broker Fee				+	
	Hawthorne Ventures, LP	#500 00 i			
04 Processing Fee	Hawthorne ventures, LP	\$500.00			
05					
06					
07					
08					
B. Services Borrower Did Not Shop					
BACKET THE COLUMN TO ASSESS ASSESSMENT AND ASSESSMENT AND ASSESSMENT ASSESSME			224		
01					
02					
03					
04				·	
05				<del></del>	
05					
06					
07					
30					
ଧ୍ୱ		1			
10					
C, Services Bollrower Did Shop For		22.00			
			<b>X</b>	,	
0 : E-Recording Fee	to Exodus Title, LLC				
02 Title - Closing/Escrow Fee	to Exodus Title, LLC				
03 Title - GARC	to Texas Title Insurance				
04 Title - Lender's Title Insurance	to Exodus Title, LLC		1	1	
Title - T-19 Restrictions	to Exodus Title, LLC		<del>                                     </del>	1	
			<del></del>		
06 Title - T-3 Endorsement	to First American Title	1			
07					
()e:					
D. TOTAL LOAN COSTS (Borrower 4	Paidle - March	\$500.00	des.		
	magnetic color of the contract	and the second s		7	
Loan Costs Subtotals (A + B + C)	-	\$500.00			
Other Costs					
		NAMES OF THE PERSON OF THE PARTY.	OH .	-	
E. Taxes and Other Government Fees			<sup>(3)</sup>		
01 Recording Fees	Deed: \$0 Mortgage: \$0	ı			
02					
F. Prepalds		\$145.35	col		
		The state of the s	<b>34</b>		** ****
04 Homeowners Insurance Premium (					
02 Mortgage Insurance Premium ( mo					
0 ₹ Prepaid Interest (\$48.45 per day fro	om 05/29/2020 to 06/01/2020 )	\$145.35			******
G4 Property Taxes		4, 10,00			
05				-	
G. Initial Escrow Payment at Closin		\$135.00 · · · · · · · · · · · · · · · · · ·	al e		
01 Homeowner's Insurance	per month for mo.	The second secon		1	
02 Mortgage Insurance	per month for mo.			1	
		\$135.00		-	
	15.00 per month for 9 mo.	\$135.00			
04					
05		L			
06		1			
07					
08 Aggregate Adjustment			1		
ALL A GOVERNMENT OF THE PARTY O	Comment States (1988 to 1975)	AS A MATERIAL PROPERTY.	1		
H. Other			4	,	
01 Listing Agent Commission	to Blue Indie Realty			<u> </u>	
62 Title - Owner's Title Insurance (option	onal) to First American Title			1	
9.					
04					
<u>0:</u>				<del> </del>	
				-	
11.				ļ	
07					
1).					
I TOTAL OTHER COSTS (Borrower-F	Pald)	\$280.35	7.		
**************************************	Table 19 to the second of the			1	
Other Costs Subtotals (E + F + G + H)		\$280.35			
J. TOTAL CLOSING COSTS (Borrowe	Pald & Call of the	\$780.35	7		
	7 4 4 4 7			1	
Closing Costs Subtotals (D + I)		\$780.35 \$	0		\$0
Lender Credits				<u> </u>	

Calculating Cash to Close	Use this table	to see what h	as changed from your Loan Estimate.
	Loan Estimate	C SOT SEEDING C STATE ACCTOR	Did this change?
Total Closing Costs (J)	\$4,055.00	\$780.35	YES · See Total Loan Costs(D).
Total closing costs (5)	Ψ+,000.00	ψ100.00	
Closing Costs Paid Before Closing	\$0	\$0	NO
Closing Costs Financed	\$0	\$0	NO
(Paid from your Loan Amount)			
Down Payment/Funds from Borrower	\$10,000.00	\$10,000.00	NO
Deposit	-\$2,500.00	-\$2,500.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	-\$3,570.00	\$0	YES • See Seller Credits in Section L
Adjustments and Other Credits	\$0	-\$4.80	YES • See details in Section K and Section L
Cash to Close	\$7,985.00	\$8,275.55	
	•		
Summaries of Transactions	Use this table	to see a sumr	nary of your transaction.
BORROWER'S TRANSACTION			SELLER'S TRANSACTION
K: Due from Borrower at Closing		\$187,630,35	No. Place to the Property of a control of the contr
01 Sale Price of Property		\$186,850.00	
92 Sale Price of Any Personal Property I 93 Closing Costs Paid at Closing (J)	Included in Sale	\$780.35	92 Sale Price of Any Personal Property Included in Sale 93 03
03 Closing Costs Paid at Closing (J)		Ψ/00.00	04
Adjustments			05
05			
.06			97
Adjustments for Items Paid by Seller	r in Advance		Adjustments for Items Paid by Seller in Advance
08 City/Town Taxes	to		09 City/Town Taxes to
09 County Taxes	<u>to</u>		10 County Taxes to
10 Assessments	to _		11 Assessments to
12			13
13			14
14			15
15 L. Paid Aiready by or on Behalf of Bo	rrowet at Closton	179,35 <b>4.8</b> i	
0 Deposit		\$2,500.00	NATIONAL PROPERTY OF THE PROPE
02 Loan Amount		\$176,850.00	
03 Existing Loan(s) Assumed or Taken S	Subject to		03 Existing Loan(s) Assumed or Taken Subject to 04 Payoff of First Mortgage Loan
05 Seller Credit			05 Payoff of Second Mortgage Loan
Other Credits			06 SELLER FINANCE NOTE
<u>06</u>			67
417 Adl			08 Seller Credit
Adjustments 08	-		09
09			11
10			. 12
Adjustments for Items Unpaid by Se			Adjustments for Items Unpaid by Seller
12 City/Town Taxes	to		14 City/Town Taxes to
	1/2020 to 05/29/202	20 \$4.8	
14 Assessments	<u>to</u>		16 Assessments to
15			17
47			19
CALCULATION	A STATE OF THE STA	The state of the s	CALCULATION
Total Due from Borrower at Closing (K)		\$187,630.3	and the second of the second o
Total Paid Already by or on Behalf of Bor			uie and a second a
Cash to Close   ✓ From   To Borr	ower	\$8,275.5	5 Cash From 🗸 To Seller

#### **Additional Information About This Loan**

#### Loan Disclosures **Escrow Account** Assumption For now, your loan If you sell or transfer this property to another person, your lender will have an escrow account (also called an "impound" or "trust" will allow, under certain conditions, this person to assume this account) to pay the property costs listed below. Without an escrow loan on the original terms. account, you would pay them directly, possibly in one or two large will not allow assumption of this loan on the original terms. payments a year. Your lender may be liable for penalties and interest for failing to make a payment. **Demand Feature** Your loan Escrow has a demand feature, which permits your lender to require early 360.00 Estimated total amount over year 1 for Escrowed repayment of the loan. You should review your note for details. Property Costs your escrowed property costs: over Year 1 County Property Tax, Loan Servicing Fee does not have a demand feature. Late Payment If your payment is more than 10 days late, your lender will charge a Estimated total amount over year 1 for late fee of 5% of the payment. Non-Escrowed your non-escrowed property costs: Property Costs Negative Amortization (Increase in Loan Amount) over Year 1 Under your loan terms, you are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will You may have other property costs. increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your Initial Escrow 135.00 A cushion for the escrow account you pay at closing. See Section G on page 2. loan amount lower the equity you have in this property. **Payment** may have monthly payments that do not pay all of the interest The amount included in your total Monthly Escrow due that month. If you do, your loan amount will increase Payment monthly payment. (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your will not have an escrow account because you declined it your loan amount lower the equity you have in this property. lender does not offer one. You must directly pay your property do not have a negative amortization feature. costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account. Partial Payments No Escrew Your lender Estimated total amount over year 1. You Estimated may accept payments that are less than the full amount due must pay these costs directly, possibly Property Costs (partial payments) and apply them to your loan. in one or two large payments a year. over Year 1 may hold them in a separate account until you pay the rest of the **Escrow Waiver Fee** payment, and then apply the full payment to your loan. does not accept any partial payments. In the future. Your property costs may change and, as a result, your escrow pay-If this loan is sold, your new lender may have a different policy. ment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail Security Interest to pay your property taxes, your state or local government may (1) You are granting a security interest in impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender You may lose this property if you do not make your payments or

satisfy other obligations for this loan.

buys on your behalf, which likely would cost more and provide fewer

benefits than what you could buy on your own.

#### Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$342,724.33
Finance Charge. The dollar amount the loan will cost you.	\$165,228.98
Amount Financed. The loan amount available after paying your upfront finance charge.	\$176,850.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	9.985%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	93.511%



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

#### **Appraisal**

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

#### **Contract Details**

See your note and security instrument for information about

- · what happens if you fail to make your payments,
- · what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- · the rules for making payments before they are due.

#### Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- ▼ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

#### Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

#### **Tax Deductions**

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

#### Contact Information

A STATE OF THE STA	Londer	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Hawthome Ventures, LP	Texas Pride Lending, LLC.		Blue Indie Realty Inc	Exodus Title, LLC
Address	448 West 19TH ST. #161 Houston, TX 77008	14114 Dallas Parkway, Ste. #160 Dallas, TX 75254			14505 Torrey Chase #100 Houston, TX 77014
NMLS ID		1479522			
TX License ID		1479522		9007909	1877588
Contact	Mark Inyart	Sarah N. Montes		Charlie Chin	Thomas J Abbate
Contact NMLS ID		366626			
Contact TX License ID		366626		175925	1308471
Email	Closer@Windsor-Chase. Com	SMontes@TexasPrideLe nding.com		charlie@blueindierealty.c	Tom@ExodusTitle.Com
Phone	832-915-0103	972-349-9090		281-300-1515	281-397-9200

#### Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form,

Applicant Signature

Date

Co-Applicant Signature

Date

CLOSING DISCLOSURE Calyx Form - CD5\_conf.frm (07/2018)

## **Addendum**

### **Promissory Note**

Date:		
Borrower:		
Borrower's M	Tailing Address:	
Lender:	Hawthorne Ventures LP, a Partnership 448 W 19th Street, #161 Houston, TX 77001	
Place for Pay	ment:	
	Texstar Escrow 5809 Acacia Circle El Paso, TX 79912, or any other place that Lender may designate in writing.	
Principal Am	ount: \$176,850.00	
Annual Interest Rate: 10 Percent (10%)		
Maturity Date:		
Annual Interest Rate on Matured, Unpaid Amounts: Eighteen Percent (18%)		
Terms of Payment (principal and interest):		
ONE THOUS on the first da and accrued, i	incipal Amount and interest are due and payable in equal monthly installments of AND NINE HUNDRED DOLLARS AND FORTY-FOUR CENTS (\$1,900.44), y of each month, beginning and continuing until the unpaid principal anpaid interest have been paid in full. Payments will be applied first to accrued a remainder to reduction of the Principal Amount.	
Security for Payment: This note is secured by a vendor's lien retained in a deed from Hawthorne Ventures LP to Borrower dated from trustee, both of which cover the following real property:		

Promissory Note Page 1 of 4



Other Security for Payment: None

Promise to Pay

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on the acceleration of maturity, Borrower promises to pay any unpaid amounts plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on Matured, Unpaid Amounts.

#### **Defaults and Remedies**

A default exists under this note if (1) Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note; (2) (a) Borrower or (b) any other person liable on any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party other than as described in (1) above; (3) any representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (4) a receiver is appointed for Borrower or an Other Obligated Party or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note; (5) any Collateral Security is assigned for the benefit of creditors; (6) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (7) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (8) Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; or (9) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition.

Notwithstanding any other provision of this note, in the event of a default, before exercising any of Lender's remedies under this note or any deed of trust or warranty deed with vendor's lien securing or collateral to it, Lender will first give Borrower written notice of default and Borrower will have ten days after notice is given in which to cure the default. If the default is not cured ten days after notice, (1) Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law; and (2) Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due and may exercise all other rights and remedies available at law or in equity.

#### Attorney's Fees

Borrower also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

**Prepayment**: Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Application of Prepayment: Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

#### **Usury Savings**

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

#### Other Clauses

Each Borrower is responsible for all obligations represented by this note.

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

If any installment becomes overdue for more than ten days, at Lender's option a late

payment charge may be charged in order to defray the expense of handling the delinquent payment. The late payment charge will be 5% of the loan payment, or the Late Payment Charge shown below, whichever is greater.

Late Payment Charge: \$ 95.02

If any provision of this note conflicts with any provision of a loan agreement, deed of trust, or security agreement of the same transaction between Lender and Borrower, the provisions of the deed of trust will govern to the extent of the conflict.

This note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

THIS ENDORSEMENT IS TO BE ATTACHED TO AND MADE PART OF THAT CERTAIN NOTE dated THE made by

in favor of Hawthorne Ventures LP, a Texas Partnership, the payee, in the original principal amount of \$176,850.00. Such Note is hereby transferred pursuant to the following Endorsement:

THIS PROMISSORY NOTE is hereby Endorsed and Assigned without recourse to:

Garrett Pye Allegiance Bank 2401 Eldridge Parkway South Houston, TX 77077

Hawthorne Ventures LP, a Texas Partnership,

Nicky Nixon Daughtrey, Jr., Authorised Agen

Promissory Note Page 4 of 4 Exhibit A -

# TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303 (936)756-7447 FAX (936)756-7448 FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION



This Field Note Description was prepared from a survey performed on the ground in Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number H489-02\_Tract1.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, South Central Zone (4204).

CAREY A. JOHNSON 6524 85810 SURV

R.P.J.S. No. 6524

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

#### Deed of Trust

	Basic Information	
Date:		
Grantors:		
Grantors' Mailing Address:		
Trustee:		
Trustee's Mailing Address:		
Lender:	Hawthorne Ventures LP	
Lender's Mailing Address:		
	448 W 19th Street, #161	
	Houston, TX 77001Hawthorne Ventures LP	
	448 W 19th Street, #161 Houston, TX 77001	
Obligation		
Note:		
11000.		
	Date:	
	Borrower:	
	Deed of Trust	
	Page 1 of 10	

Lender: Hawthorne Ventures LP

Maturity date:

Original principal amount & Terms of payment: As provided in the note.

Other Debt:

None.

#### Property (including any improvements):



#### Prior Lien:

None.

#### Other Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantors or subject to which title is taken by Grantors; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantors; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

#### A. Granting Clause

Deed of Trust Page 2 of 10 For value received and to secure payment of the Obligation, Grantors convey the Property to Trustee in trust. Grantors warrant and agree to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantors' expense.

#### B. Grantors' Obligations

B.1. Grantors agree to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

#### B.2 Grantors agree to-

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

#### C. Lender's Rights

- C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
- C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
- C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantors' primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantors for repairs.
- C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantors with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
- C.5. If Grantors fail to perform any of Grantors' obligations, Lender may perform those obligations and be reimbursed by Grantors on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

#### C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantors as follows:

- (A) the Grantors are required to:
  - (i) keep the collateral insured against damage in the amount the Lender specifies:
  - (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer;
     and
  - (iii) name the Lender as the persons to be paid under the policy in the event of a loss;
- (B) the Grantors must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and

Deed of Trust Page 4 of 10

- (C) if the Grantors fail to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantors at the Grantors' expense.
- C.7. If a default exists in payment of the Obligation or performance of Grantors obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may
  - a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
  - b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
  - direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
  - d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
- C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

#### D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

- D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantors, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
  - D.3. from the proceeds of the sale, pay, in this order
    - a. expenses of foreclosure, including a reasonable commission to Trustee;
    - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
    - c. any amounts required by law to be paid before payment to Grantors; and

- d. to Grantors, any balance; and
- D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

#### E. General Provisions

- E.1. If Lender orders an appraisal of the Property while a default exists or to comply with legal requirements affecting Lender, Grantors, at Lender's request, agree to reimburse Lender for the cost of any such appraisal. If Grantors fail to reimburse Lender for any such appraisal within ten days of Lender's request, that failure is a default under this deed of trust.
- E.2. Grantors agree to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (b) comply with Grantors' obligations under this deed of trust and other documents; (c) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantors agree to pay all costs of the foregoing.
- E.3. If Lender fails to make when due any deposit to the tax and insurance reserve fund provided for under the deed of trust securing payment of the prior note, Grantors will have the right to make the deposit to the tax and insurance reserve fund as long as Grantors are not in default in payment of the Note secured by this deed of trust or in performance of the covenants of this deed of trust. If Grantors make such a deposit, Grantors will receive credit on the tax and insurance reserve fund provided for in this deed of trust for all amounts so deposited, as of the date of the deposit.
- E.4. If any of the Property is sold under this deed of trust, Grantors must immediately surrender possession to the purchaser. If Grantors do not, Grantors will be tenants at sufferance of the purchaser, subject to an action for forcible detainer.
  - E.5. Recitals in any trustee's deed conveying the Property will be presumed to be true.
- E.6. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- E.7. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

- E.8. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
- E.9. Grantors assign to Lender all amounts payable to or received by Grantors 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 attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantors or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantors will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
- E.10. Grantors collaterally assign to Lender all present and future rent from the Property and its proceeds. Grantors warrant the validity and enforceability of the assignment. Grantors will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantors may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.
- E.11. Interest on the debt secured by this deed of trust will 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 will 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 will 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 any conflicting provisions in this and all other instruments concerning the debt.
- E.12. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
  - E.13. When the context requires, singular nouns and pronouns include the plural.
- *E.14.* The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
- E.15. Grantors represent to Lender that no part of the Property is exempt as homestead from forced sale under the Texas Constitution or other laws. All real estate constituting

Grantors' homestead exempt from forced sale under the Texas Constitution or other laws consists of the following: N/A.

- E.16. Grantors will deposit with Lender or other holder of the Note, in addition to the principal and interest installments, a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property. These tax and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Grantors must pay any deficiency within thirty days after notice from Lender or other holder of the Note. Grantors' failure to pay the deficiency will constitute a default under the Deed Trust. If any superior lienholder on the Property is collecting escrow payments for taxes and insurance, this paragraph will be inoperative as long as payments are being made to the superior lienholder.
- E.17. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.
- E.18. GRANTORS MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTORS OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.
- E.19. If Grantors transfer any part of the Property without Lender's prior written consent, Lender may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantors or between co-Grantors; (f) transfer to a relative of Grantors on Grantors' death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantors are and remain beneficiaries and occupants of the Property.
- E.20. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
- *E.21.* If Grantors and Borrowers are not the same person, the term *Grantors* includes Borrowers.
- E.22. Grantors and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

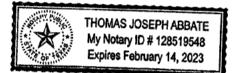
- E.23. Grantors will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantors in this Deed of Trust.
- E.24. Grantors agree to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.
- *E.25.* If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
  - E.26. The term Lender includes any mortgage servicer for Lender.
- E.27. Grantors hereby grant Lender a right of first refusal with respect to Grantors' power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantors' authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantors, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.
- *E.28.* Grantors represent that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantors of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.



STATE OF TEXAS ) COUNTY OF HARRIS )

This instrument was acknowledged before me on



Notary Public, State of Texas My commission expires:

## PREPARED IN THE OFFICE OF:

The Daughtrey Law Firm 2525 Robinhood St Houston, Texas 77005 Tel: (713) 669-1498

Fax: (832) 565-1366

## AFTER RECORDING RETURN TO:

C/O Garrett Pye Allegiance Bank 2401 Eldridge Parkway South Houston, TX 77077

Exhibit A -

# TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303 (936)756-7447 FAX (936)756-7448 FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION



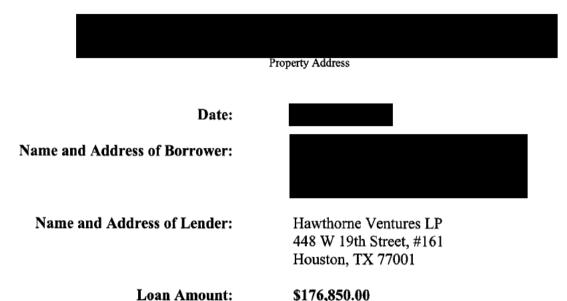
This Field Note Description was prepared from a survey performed on the ground in Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number H489-02\_Tract1.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, South Central Zone (4204).

CAREY A. JOHNSON 6524 85810 SURV

R.P.J.S. No. 6524

## AGREEMENT FOR ADDITIONAL & CORRECTION DOCUMENTS



For and in consideration of the extension of credit as evidenced by the Loan/Promissory Note to Borrower, Borrower agrees as follows:

- 1. If, in the Lender's opinion, the note or any other document evidencing, securing or pertaining to the Loan is misplaced, lost or incorrectly reflects the true and correct terms, conditions or provisions of the Loan, then Borrower will execute, acknowledge, initial and deliver to Lender any and all additional or correction documents required by Lender within ten (10) days of Lender's request.
- 2. Upon request from Lender, Borrower will pay to Lender all additional sums, prepaid interest, expenses, costs or fees in any manner connected with the Loan that were not collected at closing for any reason whatsoever, within ten (10) days of Lender's request.
- 3. Any request by Lender will be deemed given and received on the earlier of (i) the date such request is actually received by Borrower or (ii) three days after such request is mailed, postage prepaid and addressed to Borrower at the last known address of Borrower in Lender's records.
- 4. If Borrower fails or refuses within such ten (10) day period to (i) execute, acknowledge, initial and deliver any such document requested by Lender, or (ii) pay any such fees, expenses, costs or interest, then each person or entity that fails or refuses to perform such act within such period will pay to Lender all losses, damages and expenses paid or incurred by Lender in any manner arising from and in connection with such failure or refusal, including (but not limited to) reasonable attorney's fees, and Borrower agrees that any such failure or refusal is a default and an Event of Default under the note and all other writings evidencing, securing or pertaining to the Loan.

- 5. Borrower understands and agrees that Lender is relying upon this Agreement in making the Loan and that Lender would not make the Loan if Borrower did not execute and deliver this Agreement.
- 6. This Agreement inures to the benefit of Lender, its successors, assigns, and each subsequent holder of the Loan, and is binding upon Borrower and each of Borrower's heirs, personal representatives, successors, and assigns.

STATE OF TEXAS	)		
COUNTY OF HARRIS	)	,	
This instrument was acknowledge	ed before me on _		by
THOMAS JOSEPH ABBA	TE	Aus Vallet	) 
My Notary ID # 12851956 Expires February 14, 202	Notar	Public, State of Texas / pmmission expires: 2/14/	7023

# Guaranty TBD Beckendorrf Road

## **Basic Information**

Date:	
Guarantor:	
	Guarantor's Mailing Address:
ı	
Borrower:	
	Borrower's Mailing Address:
Lender:	Hawthorne Ventures LP
	Lender's Mailing Address:
	Hawthorne Ventures LP 448 W 19th Street, #161 Houston, TX 77001
Guaranteed 1	in the original
principal amo	ount of \$176,850.00, (ONE HUNDRED AND SEVENTY-SIX THOUSAND
EIGHT HUN	ORED AND FIFTY DOLLARS) executed by Borrower and payable to the order of
Lender, the o	bligations under the deed of trust executed in connection with the note and any

Guaranty Page 1 of 4

other document executed by Borrower evidencing or securing the note (collectively, the "Loan

Documents"), plus all interest, penalties, expenses, attorney's fees, and other collection costs as provided in the Loan Documents.

#### Clauses and Covenants

- Guarantor agrees to pay, when due or declared due, the Guaranteed Indebtedness to Lender at Lender's Mailing Address.
- 2. Guarantor waives (a) diligence in preserving liability of any person on the Guaranteed Indebtedness and in collecting or bringing suit to collect the Guaranteed Indebtedness; (b) all rights of Guarantor under chapter 43 of the Texas Civil Practice and Remedies Code, section 17.001 of the Texas Civil Practice and Remedies Code, rule 31 of the Texas Rules of Civil Procedure, and sections 51.003, 51.004, and 51.005 of the Texas Property Code; (c) protest; (d) notice of extensions, increases, renewals, or rearrangements of the Guaranteed Indebtedness; and (e) notice of acceptance of this guaranty, of creation of the Guaranteed Indebtedness, of failure to pay the Guaranteed Indebtedness as it matures, of any other default, of adverse change in Borrower's financial condition, of release or substitution of collateral, of intent to accelerate, of acceleration, and of subordination of Lender's rights in any collateral, and every other notice of every kind. Guarantor's obligations under this guaranty will not be altered nor will Lender be liable to Guarantor because of any action or inaction of Lender in regard to a matter waived or of which notice is waived by Guarantor in the preceding sentence.
- 3. Guarantor agrees to pay reasonable attorney's fees and other collection costs if an attorney is retained to enforce this guaranty for collection.
- 4. This guaranty is an absolute, irrevocable, unconditional, and continuing guaranty of payment and performance and not of collection.

- 5. Lender need not resort to Borrower or any other person or proceed against collateral before pursuing its rights against Guarantor or any other guarantor. Lender's action or inaction with respect to any right of Lender under the law or any agreement will not alter the obligation of Guarantor hereunder. Lender may pursue any remedy against Borrower or any collateral or under any other guaranty without altering the obligations of Guarantor hereunder and without liability to Guarantor, even though Lender's pursuit of such remedy may result in Guarantor's loss of rights of subrogation or to proceed against others for reimbursement of contribution or any other right.
- 6. Guaranter will remain liable for the Guaranteed Indebtedness even though the Guaranteed Indebtedness may be unenforceable against or uncollectible from Borrower or any other person because of incapacity, lack of power or authority, discharge, or any other reason.
- 7. Guarantor consents and acknowledges that Guarantor's obligations will not be released by (a) the renewal, extension, or modification of the Guaranteed Indebtedness or any of the Loan Documents; (b) the insolvency, bankruptcy, liquidation, or dissolution of Borrower or any other obligor; (c) the failure of Lender to properly obtain, perfect, or preserve any security interest or lien in any collateral for the Guaranteed Indebtedness; (d) the release, substitution, or addition of any collateral for the Guaranteed Indebtedness; or (e) the failure of Lender to exercise diligence, commercial reasonableness, or reasonable care in the preservation, enforcement, or sale of any of the collateral.
- 8. Lender need not notify Guarantor that Lender has sued Borrower, but if Lender gives written notice to Guarantor that it has sued Borrower, Guarantor will be bound by any judgment or decree, to the extent permitted by law.
  - Lender may sue any guarantor without impairing Lender's rights against any other
     Guaranty
     Page 3 of 4

guarantor, with or without making Borrower a party. Lender may settle with Borrower or any other guarantor for such amounts as it may elect or may release Borrower or any guarantor or any collateral securing the Guaranteed Indebtedness without impairing Lender's right to collect the Guaranteed Indebtedness from Guarantor.

- 10. This guaranty binds Guarantor and Guarantor's heirs, successors, and assigns, and it benefits and may be enforced by Lender and Lender's successors in interest. When the context requires, singular nouns and pronouns include the plural. This guaranty will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The provisions of this guaranty are severable. If a court of competent jurisdiction finds that any provision of this guaranty is unenforceable, then the remaining provisions will remain in effect without the unenforceable parts.
- 11. FINAL AGREEMENT: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



## Assignment of Rent TBD Beckendorrf Road

## **Basic Information**

Date:				
Assign	or:			
_	•			
Assign	or's Ma	ailing Address:		
Assign	ee:	Hawthorne Ventures LP, a Partnership		
Assign	ee's Ma	ailing Address:		
		Hawthorne Ventures LP 448 W 19th Street, #161 Houston, TX 77001		
Note	_			
	Date:			
	Origin	al principal amount: \$176,850.00		
	Borrov	ver:		
	Lender	r: Hawthorne Ventures LP, a Partnership		
Deed of Trust				
	Date:			
	Borrov	ver:		

Assignment of Rent Page 1 of 4



Lender: Hawthorne Ventures LP, a Partnership

Trustee:

Property (including any improvements):



Current Leases: None

#### Clauses and Covenants

For value received, as supplement to the Deed of Trust, Assignor collaterally assigns to Assignee all current and future rent from the Property. Leases are not assigned.

## A. Assignor's Representations

Assignor represents the following:

- A.1. This assignment is valid and enforceable.
- A.2. The Current Leases are valid, have not been modified or amended except as stated, have not been previously assigned, and are subject to no security interests.
- A.3. Without the prior written consent of Assignee, Assignor will not modify any material term in any lease covering the Property, exercise or forfeit any option in a lease, or accept payment of rent more than one month before its regular monthly payment date.
- A.4. Assignor will perform all the obligations of the lessor in all leases covering the Property.
- A.5. Assignor will promptly inform Assignee of all material events concerning the leases covering the Property.
  - A.6. Assignor will keep accurate records of all aspects of leases covering the Assignment of Rent

Property and on request will make them available for Assignee's examination.

A.7. Assignor will apply all rent from the Property to payment of the Note and performance of the obligations in the Deed of Trust, but if the rent exceeds the amount due under the Note and the Deed of Trust, Assignor may retain the excess.

### B. Default and Remedies

- B.1. If a default exists in payment of the Note or performance of any obligation in the Deed of Trust or this assignment and the default continues after any required notice of the default and the time allowed to cure, Assignee may
  - a. exercise Assignee's rights with respect to rent under the Texas Property Code as then in effect;
  - b. increase or reduce rent or change the terms of any lease, if permitted;
  - c. enter into new leases in the name of Assignor or otherwise on terms that Assignee chooses; and
  - d. sue for the collection of unpaid rent, to cancel any lease in default, and for possession of any portion of the Property covered by a lease in default.
- B.2. Assignee will apply all rent collected under this assignment as required by the Texas Property Code as then in effect.
- B.3. Assignee may elect not to collect rent under this assignment, but that election will not prejudice Assignee's right to collect rent subsequently. Assignee will never be liable for failure to collect rent but will be accountable for rent received before foreclosure of the Deed of Trust.
- B.4. By exercising rights and remedies under this assignment, Assignee does not waive the right to enforce the Note or the Deed of Trust.

## C. General Provisions

- C.1. Assignee's collection of rent from the Property does not relieve Assignor of any obligations in the Note and the Deed of Trust.
- C.2. Neither acceptance of this assignment nor any other act of Assignee under this assignment will be construed as a waiver of the priority of the Deed of Trust lien as to any lease or contract.
  - C.3. This assignment binds, benefits, and may be enforced by the successors in Assignment of Rent

interest of the parties.

- C.4. This assignment terminates on release of the Deed of Trust. At Assignor's expense, Assignee will sign a release of this assignment in recordable form.
- C.5. Assignee does not have or assume any obligations as lessor to any occupant of the Property.
- C.6. Assignee may exercise Assignee's rights and remedies in this assignment without taking possession of the Property.
- C.7. When the context requires, singular nouns and pronouns include the plural.

Santiago Raul Gonzalez Martinez

STATE OF TEXAS

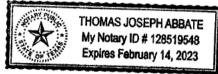
COUNTY OF HARRIS

This instrument was acknowledged before me on

)

)

bv



Notary Public, State of Texas

My commission expires:

PREPARED IN THE OFFICE OF:

The Daughtrey Law Firm 2525 Robinhood St Houston, Texas 77005 Tel: (713) 669-1498

Fax: (832) 565-1366

AFTER RECORDING RETURN TO:

Hawthorne Ventures LP 448 W 19th Street, #161 Houston, TX 77001

Assignment of Rent Page 4 of 4 Exhibit A -

# TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303 (936)756-7447 FAX (936)756-7448 FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION



This Field Note Description was prepared from a survey performed on the ground in Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number H489-02\_Tract1.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, South Central Zone (4204).

CAREY A. JOHNSON 6524 85810 SURV

R.P.J.S. No. 6524

# NOTICE OF PENALTIES FOR MAKING FALSE OR MISLEADING STATEMENT

## **WARNING:**

Intentionally or knowingly making a materially false or misleading statement to obtain property or credit, including a mortgage loan, is a violation of Section 32.32, of the Texas Penal Code, and, depending on the amount of the loan or value of the property, is punishable by imprisonment for a term of 2 years to 99 years and a fine not to exceed \$10,000.

I/we, the undersigned home loan applicant(s), represent that I/we have received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

I/we represent that all statements and representations contained in my/our written home loan application, including statements or representations regarding my/our <u>identity</u>, <u>employment</u>, <u>annual income</u>, <u>and intent to occupy or rent the residential real property</u> secured by the home or investment loan, are true and correct as of the date of loan closing.

Appneam	Date
Co-Applicant(s)	Date
STATE OF TEXAS	
COUNTY OF Hauses	
This instrument was acknowledged	before me on _
THOMAS JOSEPH ABBATE My Notary ID # 128519548 Expires February 14, 2023	Notary Public in and for the State of Texas

# NOTICE REGARDING AGRICULTURAL TAX EXEMPTION

(These are general guidelines and no substitute for professional tax advice)

THIS PROPERTY CURRENTLY RECEIVES AN AGRICULTURAL TAX EXEMPTION WHICH PROVIDES FOR A LOW TAX RATE. **YOU** ARE REQUIRED TO APPLY & FILE FOR YOUR FUTURE AGRICULTURAL EXEMPTIONS.

GENERALLY, AN APPLICATION MUST BE FILED AFTER JANUARY 1ST AND BEFORE MAY 1ST OF THE YEAR YOU WANT TO QUALIFY THE LAND, BUT YOU MAY FILE LATE AND PAY A PENALTY. EVERY COUNTY HAS DIFFERENT ALLOWANCES TO MEET THESE REQUIREMENTS.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE TAX ASSESSOR FOR THE COUNTY WHERE YOUR PROPERTY IS LOCATED.

## SUMMARY OF REQUIREMENTS FOR 1-d-1 AGRICULTURAL APPRAISAL

- Agricultural appraisal applies to land only.
- 2. Land must be in use currently.
- 3. Land use must be an agricultural use.
- 4. The principal use of land must be agriculture.
- 5. The land must be used to the degree of intensity generally accepted in the area.
- The land must have been devoted principally to agricultural use for five of the preceding seven years.
- 7. A property owner must timely file a valid application with the appraisal district.
- 8. Reapply every five years unless otherwise requested by chief appraiser.
- 9. Properties not in compliance with County Appraisal District requirements may be asked to reapply and/or lose agricultural valuation.
- 10. All properties that qualify for 1-d-1 Open Space Agricultural Appraisal are subject to a rollback tax.
- 11. For further reference you can view the Manual for the Appraisal of Agricultural Land at the following website <a href="https://comptroller.texas.gov/taxes/property-tax/ag-timber/index.php">https://comptroller.texas.gov/taxes/property-tax/ag-timber/index.php</a>

My signature below indicates that I have received and read this notice.

Buyer	Data	Buyer	Data
Buyer	Data	Buyer	Data



5809 Acacia Circle El Paso, Texas 79912 Phone: 915.201.4337 Fax: 915.845.7800

Email: info@texstarloans.com Web: www.texstarescrow.com

## TERMS AND CONDITIONS GOVERNING ESCROW

By signing below, Lender and Borrower acknowledge that they have read the following terms and conditions governing escrow, have read and received the Loan Servicing Instructions, Fee Schedule, Late Notice Policy and Delinquency Service Agreement, Privacy Notice, Disclosure Statement, General Information About Your Account, and if applicable, Lender ACH Authorization, Borrower ACH Authorization and voided check (collectively, the "Escrow Documents"), whose terms are incorporated herein by reference, and accept and agree to be legally bound by the terms and conditions governing escrow herein contained, together with the terms, conditions and selections made by them in the Escrow Documents, and agree to designate Texstar Escrow as their escrow agent, to act in accordance with the Escrow Documents and the following terms and conditions governing escrow.

- 1. Except as provided herein, Texstar Escrow shall have no other duties and/or responsibilities unto Lender or Borrower. Except for changes in disbursement as authorized in writing by Lender, Lender and Borrower agree that the following terms and conditions may not be modified or altered, and shall govern in all respects.
- 2. Lender and Borrower hereby acknowledge and agree that Texstar Escrow shall not be held liable or responsible, in any way and in any event, for any documents, instruments, correspondence or papers, legal or otherwise, deposited with Texstar Escrow by Lender, Borrower, or any third party on their behalf, or for the content of anything contained in any documents, instruments, correspondence or papers, legal or otherwise, deposited with Texstar Escrow by Lender, Borrower, or any third party on their behalf, including, but not limited to, the accuracy, correctness, completeness, sufficiency, form, execution, authority, identity, description, compliance with applicable law and/or validity in connection therewith. Lender and Borrower hereby agree and acknowledge that Texstar Escrow shall in no way interpret or construe, legally or otherwise, the content of any documents, instruments, correspondence or papers, legal or otherwise, deposited with Texstar Escrow by Lender, Borrower, or any third party on their behalf. Lender and Borrower agree and acknowledge that they will seek their own independent legal representation in connection therewith.
- 3. LENDER AND BORROWER HEREBY INDEPENDENTLY, JOINTLY AND SEVERALLY PROMISE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TEXSTAR ESCROW FROM AND AGAINST ALL LIABILITIES, DAMAGES, JUDGMENTS, ATTORNEY'S FEES, COSTS, EXPENSES AND OBLIGATIONS OF ANY KIND OR NATURE WHICH TEXSTAR ESCROW MAY INCUR OR SUFFER, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH OR ARISING OUT OF THE ESCROW SERVICES BEING FURNISHED TO LENDER AND BORROWER, INCLUDING, BUT NOT LIMITED TO, ANY NEGLIGENT ACT OR OMISSION OF TEXSTAR ESCROW. Texstar Escrow is hereby given a lien and a contractual right to set off upon and against all rights, titles and interest of Lender and Borrower in all escrowed money, property, paper, instruments, documents, and all monies arising therefrom, to protect Texstar Escrow's rights to indemnification, defense and/or reimbursement, as set out herein. The foregoing right to set off may be exercised at Texstar Escrow's sole discretion without notice to Lender, Borrower or any third party in connection herewith.
- 4. Should any dispute, conflict, controversy or conflicting demand arise in connection with the services being performed by Texstar Escrow, Lender and Borrower hereby expressly grant their consent and agree that Texstar Escrow shall have the absolute right in its sole discretion to do any of the following in connection therewith: (i) withhold all money, property, paper, instruments, documents, and all monies arising therefrom, deposited with Texstar Escrow and cease to provide any further services until a mutually satisfactory agreement has been made between Lender and Borrower, which shall be evidence in writing and provided to Texstar Escrow; or (ii) file suit in interpleader to cause Lender and Borrower to interplead and litigate in court their respective claims and legal rights as between each other. IN SUCH EVENT, OR IN THE EVENT THAT A PARTY FILES AN ACTION AGAINST TEXSTAR ESCROW, TEXSTAR ESCROW SHALL BE FULLY DISCHARGED AND RELEASED FROM ALL ESCROW OBLIGATIONS IMPOSED UPON IT IN CONNECTION WITH ANY SUCH PARTY OR PARTIES, AND SUCH PARTY OR PARTIES SHALL INDEPENDENTLY, JOINTLY AND SEVERALLY DEFEND TEXSTAR ESCROW, INDEMNIFY AND PAY ON BEHALF OF TEXSTAR ESCROW ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S

FEES WHICH IT MAY EXPEND OR INCUR IN SUCH ACTION, AND HOLD TEXSTAR ESCROW HARMLESS IN CONNECTION THEREWITH.

- 5. AS MATERIAL CONSIDERATION FOR TEXSTAR ESCROW'S ACCEPTANCE OF THE ESCROW WITH LENDER AND BORROWER, LENDER AND BORROWER HEREBY AGREE THAT TEXSTAR ESCROW SHALL BE HELD HARMLESS AND SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, ANY NEGLIGENT ACT OR OMISSION OF TEXSTAR ESCROW, DONE ON BEHALF OF LENDER AND BORROWER, AND TEXSTAR ESCROW SHALL BE HELD HARMLESS AND NOT BE LIABLE FOR ANY DAMAGES, CLAIMS, DEMANDS, LOSSES OR COSTS ALLEGED, CLAIMED, INCURRED OR SUFFERED BY LENDER AND BORROWER.
- 6. Lender and Borrower hereby acknowledge and agree that Texstar Escrow shall have the right to revise its fees as delineated on its Fee Schedule from time to time without notice. Lender and Borrower hereby agree that charges and fees may be deducted from any installment when not paid, reducing amounts applied to principal and interest or escrow balance. Texstar Escrow will abide by the instructions set forth in the Escrow Documents (as defined above), provided, however, that Lender and Borrower shall be independently, jointly and severally liable unto Texstar Escrow for all unpaid late notice and delinquent service charges and fees, together with all other uncollected charges and fees, including, without limitation, miscellaneous fees, attorney's fees or administrative fees.
- 7. Should any writ or levy be served upon Texstar Escrow to garnish or levy Lender's or Borrower's money, property, paper, instruments, documents, and all monies arising therefrom, Texstar Escrow shall be entitled to recover all its reasonable fees incurred in connection with such request out of monies due the party whose interest in the escrow has been garnished, levied upon or otherwise attached.
- 8. In consideration of Texstar Escrow remitting payments without waiting for checks or drafts to be honored by the institution upon which they are drawn, Lender and Borrower agree to hold Texstar Escrow harmless from any loss sustained by reason of the dishonoring of said checks or drafts. In the event any check or draft is dishonored by the institution upon which it is drawn, and Texstar Escrow has remitted such payment unto Lender, Lender hereby agrees to return such payment to Texstar Escrow within five (5) days from the date requested by Texstar Escrow.
- 9. Texstar Escrow reserves the right to assign its duties as escrow agent, and may resign from its duties as escrow agent for any reason by providing Lender and Borrower with sixty (60) days prior written notice.
- 10. The terms and conditions contained herein shall be legally binding upon and inure to Texstar Escrow, Lender, Borrower and their respective heirs, legal representatives, successors and assigns. The terms and conditions herein contained shall be governed by the laws of the State of Texas in all respects, including matters of construction, validity and performance. Any term or condition herein contained, or part thereof, held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of the terms and conditions herein contained, and the effect thereof shall be confined to the term or condition, or part thereof, so held to be invalid or unforceable, unless the term or provision, or part thereof, can be reformed so as to carry out the intent of the parties hereto.

EFFECTIVE DATE:		

### TEXSTAR ESCROW:

By:	/s/ Andrew L. Ainsa
Name:	Andrew L. Ainsa
Its:	President
LENDE	ER:
Ву:	Already on file
Name:	
Its:	
BORR	OWER:
Ву:	
Name:	
Its:	



5809 Acacia Circle El Paso, Texas 79912 Phone: 915.201.4337 Fax: 915.845.7800

Email: info@texstarloans.com Web: www.texstarescrow.com

## **Loan Servicing Instructions**

Thank you for choosing Texstar Escrow! Please provide the following information and documentation, as applicable, to facilitate Texstar Escrow in servicing your loan and escrow needs. We're glad to be of assistance in this regard!

$(\mathbf{X})$	Copy of Loan Documents
$\bowtie$	Copy of Deed of Trust, Warranty Deed, Transfer of Lien, Assumption, Other Liens
$\bowtie$	Copy of Closing Statements (Buyer and Seller)
$\bowtie$	Terms and Conditions Governing Escrow
×	Late Notice Policy and Delinquency Service Agreement (Initialed by Lender)
$\bowtie$	Check for Setup Fee
×	W-9 Form
$\bowtie$	Check for Escrow funds, if applicable
( )	Copy of Tax Certificate
( )	Copy of Insurance Policy
·	Hawthorne Ventures LP- Already on file
Lender:	Address:
	Mailing Address (if different):
Lender's	Home Phone: Lender's Cell Phone:
Lender's	E-Mail:
Lender's	SSN or EIN:
*Preferre	ed Contact Method:
Borrowe	
	r's Address:
	r's Mailing Address (if different):
	r's Home Phone: Borrower's Cell Phone:
	r's E-Mail:
	r's SSN or EIN:
*Preferre	ed Contact Metho

## Fund Distribution Instructions for Lender:

Funds mailed to Lender via che Funds direct deposited into Len	nder's bank account (p		
Funds distributed to Third Part	y (please provide Thir	d Party information bel	ow if applicable)
Third Party Disbursement: \$			less any applicable fees
Name and Address:			and any approximation
Bank/Facility:			
Account or Loan No.			
Bank/Facility Address:			
Bank Routing No.			
Special Instructions for Fund Distributio	n:		
Who pays the account setup fee?	Lender	_Borrower Spli	t
Who pays the monthly service fee?	Lender X	Borrower Spli	t
Who pays miscellaneous fees?	Lender <b>X</b>	Borrower Spli	t
Shall we accept partial payments on Lender's behalf?*	Yes	_No	
Special Instructions/Miscellaneous:			
Please contact			regarding late payments

THANK YOU!

<sup>\*</sup> Unless otherwise instructed, Texstar Escrow will not accept partial payments on Lender's behalf. Partial payments accepted per Lender's instruction will be held in a reserve account until the outstanding balance is paid, including all late charges, late fees and miscellaneous fees.



5809 Acacia Circle El Paso, Texas 79912 Phone: 915.201.4337 Fax: 915.845.7800 Email: info@texstarloans.com

Web: www.texstarescrow.com

## Late Notice Policy and Delinquency Service Agreement

By signing the Terms and Conditions Governing Escrow, Lender and Borrower hereby acknowledge that they have read the following terms, and accept and agree to be legally bound by the following terms and selections. By initialing below, Lender makes the following selections regarding delinquency service.

1.	Texstar Escrow shall monitor and service Lender's loan and escrow account(s) in accordance with the Terms and Conditions Governing Escrow. In the event that any payment in connection with any loan or escrow is past due, Texstar Escrow shall automatically furnish Borrower with a late notice. The late notice will remind Borrower that a payment is past due and delinquent, and will request immediate payment of any past due and delinquent amounts, together with any contractual late fees that may be owed in connection therewith, notwithstanding any applicable grace period. A late notice fee will be applied for each late notice furnished as set out in the Fee Schedule.
2.	MI/ND (Lender Initial if Applicable) Lender hereby instructs Texstar Escrow to contact Lender in the event that any payment in connection with any loan or escrow is past due, and to await Lender's further instructions prior to proceeding with any further action. Notwithstanding the foregoing, Lender understands and agrees that a late notice(s) will be automatically sent to Borrower as provided in paragraph 1 above.
3.	Notice of Default/Notice of Intention to Accelerate with a twenty (20) day cure period to Borrower in the event that any payment in connection with any loan or escrow is past due. Lender will be provided with a copy of such demand correspondence when sent. A fee will be applied for such demand correspondence as set out in the Fee Schedule.
4.	(Lender Initial if Applicable) Lender hereby instructs Texstar Escrow to <u>automatically send a Notice of Acceleration to Borrower</u> , and to accelerate any Note that is past due and delinquent following any <u>applicable cure period provided for in prior demand correspondence</u> . Lender will be provided with a copy of such demand correspondence when sent. A fee will be applied for this demand correspondence as set out in the Fee Schedule.
5.	(Lender Initial if Applicable) Lender hereby instructs Texstar Escrow to <u>automatically prepare</u> , <u>post and furnish all requisite notices required by law</u> , and to have a foreclosure sale conducted with respect to real property securing any Note that is past due and delinquent following the provision of all applicable notices required by law. Lender will be provided with copies of all applicable notices in this regard, and will be informed of the date and time of the foreclosure sale in advance of the same. Certain fees will be applied for the foregoing as set out in the Fee Schedule.
6.	MI/ND (Lender Initial if Applicable) Except as provided in paragraph 1 above, Lender prefers to utilize its own attorney to prepare and forward any applicable demand correspondence, and to have its own attorney conduct any applicable foreclosure sale that is required. The name and contact information for Lender's attorney is as follows:  Please contact



5809 Acacia Circle El Paço, Texas 79912 Phone: 915.201.4337 Fax: 913.845.7800 Email: inh@texstarloans.com Web: www.exstarescrow.com

## **Lender ACH Authorization**

By providing the following information and signing below, Lender authorizes Texstar Escrow to direct deposit your income into the following described account.

Bank Name:
Name on Account/Account Title.
Account Number: (Checking) (Saving)
Bank Routing Number:
Bank Representative's Name: Telephone
Lender hereby agrees to notify Texstar Escrow at least ten (10) days prior to the "deposit date" if there are any changes to the information provided above. Lender will be requested to complete a new ACH Authorization within such time in the event of any such changes.
To facilitate your direct deposit, please include a voided check with regard to the account listed above.
Lender's signature below is required to authorize the direct deposit into the account listed above. Should Lender have any questions, or need additional information regarding direct deposit, please feel free to contact Texstar Escrow. Thank you!
Lender's Signature Date



5809 Acacia Circle El Paso, Texas 79912 Phone: 915.201.4337 Fax: 915.845.7800 Email: info@texstarloans.com Web: www.texstarescrow.com

### **Borrower ACH Authorization**

By providing the following information and signing below, Borrower authorizes Texstar Escrow to draft your monthly payments from the following described account.

Name:Loa	n No.:
Address:	
Phone Number /Email:	I.V.
Bank Name:	war of t
Name on Account/Account Title:	Colored Color
Account Number: (Checking	) (Saving)
Bank Routing Number:	
DRAFT ACCOUNT FROM THE FOLLOWING DATE:	
FREQUENCY OF DRAFTING: () One Time Draft (	_) Monthly Draft
To facilitate your direct deposit, please include a voided check with regard to	the account listed above.
Borrower agrees to notify Texstar Escrow at least ten (10) days prior to the to the information provided above. Borrower will be requested to complete time in the event of any such changes.	"payment date" if there are any changes e a new ACH Authorization within such
Borrower hereby acknowledges and agrees that withdrawals will be initiated documents corresponding to this Authorization, and if such due date lands particular withdrawal will be initiated on the following Monday. Borrower ac interest costs and/or late fees may be applied if any such withdrawal is past for any interest costs and/or late fees that may be incurred in this regard.	on either a Saturday or a Sunday, that additionally acknowledges and agrees that
Borrower's signature below is required to authorize the electronic payment Should Borrower have any questions, or need additional information regarding contact Texstar Escrow. Thank you!	process from the account listed above.  ng this Authorization, please feel free to
Borrower's Signature	Date



5809 Acacia Circle El Paso, Texas 79912 Phone: 915.201.4337 Fax: 915.845.7800

Email: info@texstarloans.com Web: www.texstarescrow.com

## GENERAL INFORMATION ABOUT YOUR ACCOUNT

GENERAL INFORMATION: Loan or escrow payments made shall be first applied to the current total amount due. Funds in excess of the current total amount due shall be applied toward the principal balance unless Lender informs us in writing that Lender desires them to be otherwise applied. Any and all loan or escrow payments received in our office after 3:00 pm shall be posted as of the next business day. Unless otherwise instructed from Lender, we do not accept partial payments.

CONTACT INFORMATION: Please feel free to contact us with any questions or concerns at the contact information listed above. You may speak with a Texstar Escrow customer service representative at any time during our regular hours of operation. Se habla español!

#### **Hours of Operation**

Monday - Friday 8:30 a.m. - 5:30 p.m.

WRITTEN COMPLAINTS: COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE TEXAS DEPARTMENT OF SAVINGS & MORTGAGE LENDING, 2601 N. LAMAR, SUITE 201, AUSTIN, TX 78705, A TOLL FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.

INSURANCE INFORMATION: Please review your loan documents and/or insurance policies for requirements and terms. All insurance related documents should be sent to Texstar Escrow at our office address: 5809 Acacia Circle, El Paso, TX 79912.

BANKRUPTCY: If a Borrower has filed for bankruptcy protection, voluntarily or involuntarily, please forward your initial case notification and all subsequent correspondence to Texstar Escrow at our office address: 5809 Acacia Circle, El Paso, TX 79912.

ATTEMPT TO COLLECT A DEBT: ANY COMMUNICATION BY TEXSTAR ESCROW IS AN ATTEMPT BY TEXSTAR ESCROW TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED BY TEXSTAR ESCROW WILL BE USED FOR THAT PURPOSE.

USE OF YOUR CREDIT REPORT: Borrower hereby agrees that Texstar Escrow may request and utilize Borrower's credit report(s) at any time during the servicing of your loan or escrow account, to review, update, renew, or extend credit, or take collection action, or for other legitimate business purposes associated with your Loan and/or Escrow account.

LATE CHARGES: A Borrower can avoid any late notice charges/fees, or other late charges, by making any loan or escrow payments on or before the date when due for the total amount due and owing. Please refer to your Loan Documents, the Late Notice Policy and Delinquency Service Agreement and our Fee Schedule for certain terms and conditions regarding the assessment of late notice charges/fees, or other late charges, on your loan oe Escrow account.

To help us in receiving your payments on time, please use ACH or coupons provided to you by Texstar Escrow. Please send payments to our office address as set forth on the coupon, and please allow 7-10 days for U.S. mail delivery. There may be a delay in posting the payments if the payments are not received at our office address.

MISCELLANEOUS FEES: Miscellaneous fees are set out in the Fee Schedule. Miscellaneous fees may apply to and include, but are not limited to, costs of servicing, collection and attorney's fees. Please refer to your loan and escrow documents for details and repayment obligations.

RETURNED/NSF CHECKS: In the event that any payments are dishonored by your financial institution, Texstar Escrow reserves the right to require that all future payments be made by certified check or money order only. TEXSTAR ESCROW DOES NOT ACCEPT CASH PAYMENTS AT ANY TIME.

NOTICE TO CONSUMER ABOUT NEGATIVE CREDIT REPORTING: Federal law requires us to advise you that we may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit report record may be submitted to a credit reporting agency if you fail to fulfill the terms on your credit obligation.

CHECK PROCESSING: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account according to the terms of your check or to process the payment as a check transaction. When we use your information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.





5809 Acacia Circle El Paso, Texas 79912 Phone: 915.201.4337 Fax: 915.845.7800 Email: info@texstarloans.com

Web: www.texstarescrow.com

PRIVACY NOTICE

(Lender's Copy)

Texstar Escrow collects certain nonpublic personal information about our clients that is necessary to provide them with escrow services. Federal law requires us to tell you how we collect, share, and protect your nonpublic personal information. Please read this Privacy Notice carefully to understand what we do. If you have any questions or if you would like additional information, please feel free to contact us at the contact information provided above. Thank you!

The categories of nonpublic personal information Texstar Escrow collects depends on the escrow services being provided, but can include: (i) names, addresses, phone numbers, emails, and Social Security numbers; (ii) income, insurance and property information submitted on our Loan Servicing Instructions or included in any documentation provided to us; (iii) nonpublic personal information concerning your account information, account balances, payment history and financial transactions with us; and (iv) nonpublic personal information reported to us from a consumer reporting agency, such as credit history and credit scores.

Texstar Escrow does not disclose any nonpublic personal information it collects from its present or former clients to any affiliated or nonaffiliated third parties unless we receive your written authorization to do so, or as required by applicable law. Texstar Escrow treats all of its clients' personal information as confidential.

Texstar Escrow restricts access to nonpublic personal information about our clients, and only permits employees and authorized agents of Texstar Escrow to access the same for purposes of providing escrow services. Employees and authorized agents of Texstar Escrow are required to keep all such nonpublic personal information confidential. Texstar Escrow maintains administrative, technical and physical safeguards to protect our clients' nonpublic personal information.

By signing the Terms and Conditions Governing Escrow, you acknowledge that you have received a written copy of this Privacy Notice prior to the establishment of our business relationship, and further acknowledge that this Privacy Notice has been posted online at <a href="https://www.texstarescrow.com">www.texstarescrow.com</a> in a clear and conspicuous manner, that you use our website to access information about your escrow services, and agree to receive annual notices of this Privacy Notice at our website, which you will review from time to time, but in no event, less than annually, for as long as our business relationship lasts. You may also request a copy of this Privacy Notice in writing from us at any time by contacting us at the contact information provided above.



5809 Acacia Circle El Paso, Texas 79912 Phone: 915.201.4337 Fax: 915.845.7800

Email: info@texstarloans.com Web: www.texstarescrow.com

## PRIVACY NOTICE

(Borrower's Copy)

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### DISCLOSURE STATEMENT

Pursuant to Texas Finance Code Chapter 158.101, a registrant shall provide to the borrower of each residential mortgage loan the following notice not later than the 30th day after the registrant commences servicing the loan:

"COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 North Lamar, Suite 201, Austin, Texas 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT (877) 276-5550"

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
ė 5	2 Business name/disregarded entity name, if different from above	
	N I	
Print or type	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:    Individual/sole proprietor or   C Corporation   S Corporation   Partnership   Trust/estate   Individual/sole proprietor or   S Corporation   Partnership   Trust/estate   Individual/sole proprietor or   S Corporation, S=S corporation, P=partnership)   Exempt payee code (if any)	
	7 List account number(s) here (optional)	
Part I Taxpayer Identification Number (TIN)		
Ent	Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid  Social security number	
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other		
ent	ities, it is your employer identification number (EIN). If you do not have a number, see How to get a	
	on page 3.	
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for		
gui	delines on whose number to enter.	
	art II Certification	
Under penalties of perjury, I certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and		
	I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3.	I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.		

#### General Instructions

Signature of

U.S. person ▶

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

#### Purpose of Form

Sign

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

