

NO. _____

CATHERINE WATKINS

IN THE DISTRICT COURT

Plaintiff,

v.

_____ JUDICIAL DISTRICT

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE, IN TRUST
FOR NEW CENTURY HOMEEQUITY
LOAN TRUST 2005-2

Defendants.

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OF HARRIS COUNTY, TEXAS

**PLAINTIFF’S ORIGINAL VERIFIED PETITION AND APPLICATION FOR
TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES CATHERINE WATKINS, hereinafter called Plaintiff, complaining of and about Deutsche Bank National Trust Company, as Trustee, in Trust for New Century Home Equity Loan Trust 2005-2 (“Deutsche Bank”); as Defendants, and for his claims and causes of action set forth herein below, respectfully shows unto the Court the following:

I.

DISCOVERY CONTROL PLAN LEVEL

- 1. Plaintiff intends that discovery be conducted under Discovery Level 2.

II.

PARTIES AND SERVICE

- 2. Plaintiff, Catherine Watkins, is an individual whose present address is 8318

Homewood Lane, Houston, Texas 77028. The last three digits of Plaintiff's driver's license number are XXX, and the last three digits of her social security number are XXX.

3. Upon information and belief, about Deutsche Bank National Trust Company, as Trustee, in Trust for New Century Home Equity Loan Trust 2005-2 ("Deutsche Bank"), is a foreign corporate fiduciary doing business in the State of Texas and purports to be the current holder and owner current mortgage servicer of the Plaintiff's mortgage loan made the subject of this suit, and may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201. Service of process upon said Defendant as described above can be effectuated by personal delivery to its registered agent identified herein.

III.

JURISDICTION AND VENUE

4. The subject matter in controversy is within the jurisdictional limits of this court.

5. Plaintiff seeks:

a. monetary relief of less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney's fees; and,

b. injunctive relief in the form of a temporary restraining order and temporary injunction.

6. This court has personal jurisdiction herein because the Defendants are Texas residents and/or routinely engage in or transact business with sufficient minimum contacts in the State of Texas.

7. Venue is proper in Harris County, Texas in this cause pursuant to TEX. CIV. PRAC. & REM. CODE § 15.011 et seq., and because this action involves real property situated entirely in Harris County, Texas, and because all of the acts, events and/or occurrences that form

the basis of this lawsuit occurred, or were obligated to occur in Denton County, Texas.

IV.

FACTUAL ALLEGATIONS

10. On or about January 26, 2005, Plaintiff, with her Husband, refinanced the the real property and improvements commonly known as 8318 Homewood Lane, Houston, Texas 77028, and legally described, to wit:

LOT 31, IN BLOCK 1, OF ROANE OAKS, SECTION 2, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 46 OF THE RECORDS OF HARRIS COUNTY TEXAS. (“Property”);

which is currently owned and occupied by Plaintiff as her homestead residence, and has been since 1979.

11. There after, Mr. Jerry Watkins passed away intestate, leaving Plaintiff to care for 3 grandchildren. The Amount of the initial loan was \$40,000.00.

12. Upon information and belief, Plaintiff made all payments timely until 2012 when her business suffered a major setback due to the global financial crisis.

13. During this time, Plaintiff attempted to work with the lender but was unable to resolve the loan as she was not the primary signature on the note.

14. On June 26, 2018, Defendant Deutsche Bank filed suit to quiet title in Regard to Home Equity Loan Application in the 281th Judicial District Court, Harris County under Case No. 2018-42458. The Court appointed an ad litem in regards to Mr. Watkins, however no answer was filed and the court rendered a default judgement on or about March 2020.

15. Upon information and belief, Plaintiff had never actually been aware of the proceeding, she has been in the home for 40years and did not know that suit had been filed

16. Plaintiff began to receive phone call and solicitations for the sale of her home.

17. She subsequently has worked with a potential purchaser and has signed a contract for sale.

18. Said sale would net her significant proceeds and allow her to move forward with her life and support her family.

19. Plaintiff attempted to contact the lender but has not been able to reach them.

20. Plaintiff contacted counsel who was able to pull the foreclosure notice and since emailed and called opposing counsel.

21. Upon information and belief, the Plaintiff never received notice of delinquency from loan servicer.

22. True and Correct copies of the Warranty Deed, Home Equity Deed of Trust, Deutsche Bank's Order for Foreclosure Sale in 2018, Notice of Foreclosure Sale, are attached hereto marked Exhibit "A" and incorporated herein by reference for all purposes.

V.

FIRST CAUSE OF ACTION –
NOTICE OF AUTOMATIC ABATEMENT OF RULE 736 PROCEEDING AND ANY
ORDER AUTHORIZING FORECLOSURE OR IN THE ALTERNATIVE
APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY
INJUNCTION

23. Plaintiff hereby incorporates by reference and re-alleges all material allegations of fact set forth in Sections IV above as if fully set forth herein.

24. Pursuant to Texas Rule of Civil Procedure 736.11, Plaintiff hereby notifies Defendants Deutsche Bank, and/or any of their agents, employees or attorneys, substitute trustees, or successors and/or assigns, that the filing of this separate, original proceeding on or before 5:00 p.m. on the Monday preceding any scheduled Tuesday foreclosure sale automatically abates the 736 proceeding and any Order authorizing foreclosure issued under said proceeding, because

Plaintiff has placed into issue matters involving the origination, servicing and/or enforcement of the Home Equity Lien sought to be foreclosed.

25. Plaintiff further notifies Defendants, Deutsche Bank, and/or any of their agents, employees or attorneys, substitute trustees, or successors and/or assigns that, pursuant to Texas Rule of Civil Procedure 736.11, any foreclosure sale that may be completed after the timely filing of this separate, original proceeding is void, *ab initio*, and of no force or effect whatsoever.

26. Plaintiff hereby incorporates by reference and realleges all material allegations of fact set forth in Section IV above as if fully set forth herein.

27. Pursuant to Rule 680 of the Texas Rules of Civil Procedure, Plaintiffs hereby seek immediate relief in the form of a Temporary Restraining Order wherein this Court orders, restrains and prohibits Defendant Trustee, and/or any of his/its agents, employees, attorneys, trustees, substitute trustees, successors and/or assigns from foreclosing upon Plaintiff's homestead property for a period of at least fourteen (14) days until a temporary injunction hearing is held by this Court concerning whether Plaintiffs have a probable right of recovery for their various claims and causes of action pleaded herein. There presently exists an imminent threat of irreparable harm to Plaintiffs in the form of each of Defendant Trustee's and/or his/its agents, employees, attorneys, trustees and/or substitute trustees stated intent to complete a foreclosure sale and divest Plaintiff of her fee simple title and ownership interest in and to her homestead property unless this Court immediately restrains such acts or conduct as requested herein.

28. Moreover, after issuance of a temporary restraining order, and upon notice and a hearing as required by law, Plaintiff further seeks entry of a Temporary Injunction to maintain the status quo and prohibit Defendants, and/or any of their agents, employees, attorneys, trustees, substitutes trustees, successors and/or assigns from foreclosing or attempting to foreclose on

Plaintiff's homestead property until the merits of Plaintiff's various claims and causes of action as pleaded herein can be fairly and fully adjudicated.

VI.

SECOND CAUSE OF ACTION – COMMON LAW FRAUD

29. Plaintiff hereby incorporates by reference and re-alleges all material allegations of fact set forth in Section IV and V above as if fully set forth herein.

30. The acts, conduct and/or omissions of each of the Defendants as described herein, *supra*, also constitute common law fraud and are the proximate cause of the actual damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this Court.

31. The acts, conduct and/or omissions of the Defendants Deutsche Bank, after telling Plaintiff that he had been approved for a short sale in February of 2019, when in fact they never intended to consider any contract for sale of Plaintiff's home, and in fact refused to consider the contract for sale, and instead proceeding to post his homestead property for foreclosure sale constitutes common law fraud and misrepresentation of material facts that Plaintiff relied upon to his detriment, and which are a producing cause of the actual damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this Court.

32. The acts, conduct, and/or omissions of the Defendants SPS and Deutsche Bank, in attempting to foreclose on Plaintiff's home equity loan without a valid court order under Rules 735 and 736 of the Texas Rules of Civil Procedure, and instead proceeding to post his homestead property for foreclosure sale constitutes common law fraud and misrepresentation of material facts that Plaintiff relied upon to his detriment, and which are a producing cause of the actual damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this Court.

33. As each of the acts, conduct and/or omissions of the Defendants as described herein that constitute common law fraud were committed intentionally, knowingly and/or with malice, or a conscious indifference as to the rights of Plaintiff, Plaintiff is entitled to and hereby seeks an award of exemplary damages in excess of the minimum jurisdictional limits of this Court.

VII.

THIRD CAUSE OF ACTION – BREACH OF CONTRACT AND FAILURE OF CONDITION PRECEDENT

34. Plaintiff hereby incorporates by reference and re-alleges all material allegations of fact set forth in Section IV, V and VI above as if fully set forth herein.

35. The acts, conduct or omissions of the Defendants as described herein, *supra*, also constitute a material breach of the Deed of Trust contract and a failure of condition precedent as to their repeated attempted accelerations of Plaintiff's loan and/or posting of Plaintiff's homestead property for foreclosure sale, which material breach is the proximate cause of the actual damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this Court.

36. Specifically, since at no point have any of the Defendants ever provided Plaintiff with any Notice of Default and Opportunity to Cure notice as expressly required by the Deed of Trust and/or Texas Property Code, such acts, conduct and/or omissions also constitute a material breach of contract and failure of condition precedent that must occur before the power of sale provisions in the Deed of Trust can be exercised, and is a producing cause of the actual damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this court.

37. Also, Since at no point has Defendant provided Plaintiff with the required notice of delinquency as required by the property code, such acts, conduct and/or omissions also constitute a material breach of contract and failure of condition precedent that must occur before the power of sale provisions in the Deed of Trust can be exercised, and is a producing cause of the actual

damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this court.

VIII.

FOURTH CAUSE OF ACTION - VIOLATIONS OF RESPA AND REGULATION X OF THE CODE OF FEDERAL REGULATIONS

38. Plaintiff hereby incorporates by reference and re-alleges all material allegations of fact set forth in Sections IV, V, VI and VII above as if fully set forth herein.

39. The acts, conduct and/or omissions of the Defendant SPS which at all material times hereto was/were acting in its/their alleged capacity as a “mortgage servicer” also constitute violations of Regulation X of the Code of Federal Regulations established by the Consumer Financial Protection Bureau, 12 C.F.R. § 1024.41 et seq., which became effective as of January 10, 2014, because the Defendants, and/or their various agents, representatives or employees, committed numerous violations of this statute, and those statutory violations are a producing cause of the actual damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this Court.

40. Pursuant the Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. §2605(f), Plaintiff has a private right of action providing for remedies for the claimed breaches of Regulation X, including actual damages, costs, statutory damages and attorney’s fees.

41. Plaintiff’s Loan is a “federally related mortgage loan” as that term is defined by 12 C.F.R. § 1026.41(e)(4), and Defendants are subject to these regulations and do not qualify for the exception for a “qualified lender” as defined in 12 C.F.R. § 617.700.

42. Specifically, the Defendants’ acts, conduct and/or omissions of failing, neglecting or refusing to respond to Plaintiff’s contract for sale after telling Plaintiff that he was approved for

a short sale, and instead of actually providing any type of substantive review and response to Plaintiff's requests, Defendants have proceeded to post Plaintiff's homestead property for foreclosure sale, all of which acts, conduct or omissions constitute violations of Regulation X, 12 C.F.R. §1024, and are a producing cause of the actual damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this Court.

IX.

EXEMPLARY DAMAGES

43. Plaintiff hereby incorporates by reference and re-alleges all material allegations of fact set forth in Sections IV, V, VI, VII, and VIII above as if fully set forth herein.

44. Plaintiff would further show that the various acts, conduct and/or omissions of the Defendants complained of herein were committed knowingly, willfully, intentionally, and with actual awareness, and with the specific and pre-determined intention of enriching said Defendants at the expense of Plaintiff. In order to punish said Defendants for such unconscionable overreaching and to deter such actions and/or omissions in the future, Plaintiff also seeks recovery from the Defendants for exemplary damages as provided by Section 41.003(a)(1) of the Texas Civil Practice and Remedies Code.

X.

ATTORNEY'S FEES

45. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by: (a) Section 37.001 et seq. of the Texas Civil Practices and Remedies Code; (b) The Texas Debt Collection Act, TEX. FIN. CODE § 392.001 et seq., (c) the Real Estate

Settlement Procedures Act (RESPA), 12 U.S.C. §2605(f), and (d) common law.

XI.

JURY DEMAND

46. Plaintiff hereby requests that all issues of fact be tried before a jury.

XII.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Elizabeth Watkins respectfully prays that all of the Defendants be cited to appear and answer herein, and that upon the final trial of this cause, judgment be entered in favor of Plaintiff, and against the Defendants for common law fraud, breach of contract, and various violations of RESPA and Regulation X of the Code of Federal Regulations; and for all economic and actual damages requested herein in an amount in excess of the minimum jurisdictional limits of the Court, including exemplary damages, together with pre-judgment and post-judgment interest at the maximum rate allowed by law, and for an award of all attorney's fees and costs of court incurred, and for such other and further relief to which Plaintiff may be justly entitled, at law or in equity, pled or unpled.

Respectfully submitted,

J. GANNON HELSTOWSKI LAW FIRM

/s/ John G. Helstowski

John G. Helstowski
Texas State Bar No. 24078653
Southern District Bar No. 2799780
J. Gannon Helstowski Law firm
13601 Preston Rd. Suite E920
Dallas, Texas 75240
Telephone: (817) 382-3125
Facsimile: (817) 382-1799
Email: jgh@jghfirm.com

EXHIBIT “A”

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HOU 146512

RETURN TO:
NETCO
650 N. SAM HOUSTON PKWY, #312
HOUSTON, TX 77060

#32

DEED OF TRUST

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

TERMS

Y263781
02/16/05 200773173

\$30.00

Date: DECEMBER 28, 2004

Grantor: JERRY W. WATKINS AND CATHERINE A. WATKINS

Grantor's Mailing Address: 8318 HOMEWOOD LN, HOUSTON, TEXAS 77028

Trustee: Scott Wizig

Trustee's Mailing Address: P.O. Box 710633
Houston, Harris County, Texas 77271-0633

Lender: SCOTT WIZIG ENTERPRISES, INC., a Texas Corporation

Lender's Mailing Address: P.O. Box 710633
Houston, Harris County, Texas 77271-0633

ht

Note

Date: Of even date herewith DECEMBER 28, 2004

Original principal amount: \$45,000.00 (FORTY-FIVE THOUSAND AND 00/100 DOLLARS)

Borrower: JERRY W. WATKINS AND CATHERINE A. WATKINS

Lender: Scott Wizig Enterprises Inc., a Texas Corporation

Maturity date: JANUARY 01, 2023

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Deferred Down payment: In addition to the amounts due under the Note, Grantor promises to pay to the order of Lender a deferred down payment in the amount of \$N/A, due and payable on or before N/A. To the extent allowed by law, if the deferred down payment is more than Five (5) days past due, then Grantor agrees to pay a late fee of \$100.00. The deferred down payment is secured by

Buyer(s) Initials YWW C.W

2004-11-15

this Deed of Trust and any reference to the "Note" is this Deed of Trust includes the amount of the deferred down payment, until the deferred down payment has been paid in full.

Property (including any improvements): All that certain tract or parcel of land situated in HARRIS County, Texas, together with any and all attachments thereto and any and all improvements and personal property, of whatever kind of nature, located thereon, including but not limited to the property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, also known as, **8318 HOMEWOOD LN, HOUSTON, TEXAS 77028.**

Prior Lien: None

Other Exceptions to Conveyance and Warranty: All matters of record affecting the Property

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Note 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 Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to—

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. 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;
4. maintain, in a form acceptable to Lender, an insurance policy that—
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
 - b. contains an 80 percent coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Lender with a standard mortgage clause;
 - e. provides flood insurance at any time the Property is in a flood hazard area; and

Buyer(s) Initials: gwa c.w

- f. contains such other coverage as Lender may reasonably require;
5. comply at all times with the requirements of the 80 percent coinsurance clause;
6. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;
7. obey all laws, ordinances, and restrictive covenants applicable to the Property;
8. keep any buildings occupied as required by the insurance policy; and
9. 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.

B. Lender's Rights

1. Lender may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note 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.
3. Lender may apply all insurance or condemnation proceeds that Lender receives, at Lender's discretion, either to (a) repay the debt secured by this deed of trust, whether matured or not, and in any order Lender selects or (b) repair or improve the Property in any manner Lender selects and apply any remaining proceeds to the debt secured by this deed of trust in any order Lender selects.
4. Notwithstanding note terms to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor under the Note 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 under the Note, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor 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.
6. If there is a default on the Note or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

Buyer(s) Initials: gww c.w

- a. declare the unpaid principal balance and earned interest on the Note immediately due;
 - b. 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
 - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.
7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

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

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
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 Grantor; and
 - d. to Grantor, any balance; and
4. be indemnified 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.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

Buyer(s) Initials: gaw C.W

2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. If any portion of the Note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Grantor 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 Grantor or apply such amounts to reduce the Note. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the Note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. 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 and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations under the Note and this deed of trust in the order determined by Lender. 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. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.
8. 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

Buyer(s) Initials Ylow C.W

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.

9. 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.

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

11. The term *Note* includes all extensions and renewals of the Note and all amounts secured by this deed of trust.

12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

14. Grantor and each surety, endorser, and guarantor of the Note 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.

15. Grantor agrees 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 this deed of trust is placed in the hands of an attorney for enforcement.

16. 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.

17. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default; provided, however, that the following are permissible: (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 one year or less without an option to purchase; (e) transfer to a spouse or child of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; and (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

18. Grantor agrees to make an initial deposit in a reasonable amount to be determined by Lender and then make monthly payments to a fund for taxes and insurance premiums on the Property. Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth of the amount that Lender estimates will be required annually for payment of taxes and insurance premiums. The fund will accrue no interest, and Lender will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Grantor has complied with the

Buyer(s) Initials: Y. W. C. W.

requirements of this paragraph, Lender must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Lender may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. When Grantor makes the final payment on the Note, Lender will credit to that payment the whole amount then in the fund or, at Lender's option, refund it after the Note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid under part C, "Trustee's Rights and Duties." Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the Note.

19. 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 of even date given by Lender to Grantor. 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 under either of the liens without waiving the other or may foreclose under both.

GRANTOR(S):

Jerry Watkins
JERRY W. WATKINS

Catherine Watkins
CATHERINE A. WATKINS

for

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of DECEMBER, 2004, by JERRY W. WATKINS.



Galina M. Velmezova
Notary Public, State of Texas

My Commission Expires:
11/19/2006

Notary Name Printed or Typed
Galina M. Velmezova

Buyer(s) Initials: JW C.W

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of DECEMBER, 2004, by
CATHERINE A. WATKINS.



Galina M. Velmezova
Notary Public, State of Texas

My Commission Expires:
11/19/2006

Notary Name Printed or Typed
Galina M. Velmezova

UNOFFICIAL COPY

~~RETURN TO:~~
SCOTT WIZIG ENTERPRISES, INC., a Texas Corporation
P.O. BOX 710633
HOUSTON, TX 77271-0633

Buyer(s) Initials: cywd C.W

EXHIBIT "A"

LOT THIRTY-ONE (31), IN BLOCK ONE (1), OF ROANE OAKS, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 46, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, ALSO KNOWN AS 8318 HOMEWOOD LN, HOUSTON, TEXAS 77028

D

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

FEB 16 2005



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

FEB 16 2005

Beverly B. Kaufman
County Clerk, Harris County, Texas

Buyer(s) Initials: *Y. J. W.* *C. W.*

CAUSE NO.201842458

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS INDENTURE TRUSTEE,
FOR NEW CENTURY HOME EQUITY
LOAN TRUST 2005-2

Plaintiff

vs.

JERRY WAYNE WATKINS AND
CATHERINE WATKINS AND THE HEIRS
AT LAW OF JERRY WAYNE WATKINS,
DECEASED

Defendants

RE: 8318 HOMEWOOD LANE
HOUSTON, TX 77028

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

281ST JUDICIAL DISTRICT

FINAL JUDGMENT

On this date, came on to be heard the above captioned and numbered cause.

Plaintiff, Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2005-2, appeared through its attorney of record and authorized agent and announced ready.

Defendant Catherine Watkins was served with process on or about February 15, 2019. The Court finds that the Petition complies with Texas Rules of Civil Procedure; that a copy of the citation has been on file with the Court for at least ten days; that Catherine Watkins did not file an Answer or otherwise make an appearance in this suit.

Defendant *in rem* Jerry W. Watkins, Jr. was served with process on or about June 22, 2019. The Court finds that the Petition complies with Texas Rules of Civil Procedure; that a copy of the citation has been on file with the Court for at least ten days; that Jerry W. Watkins, Jr. did not file an Answer or otherwise make an appearance in this suit.

Defendants, The Unknown Heirs at Law of Jerry Wayne Watkins ("Decedent"), were served with citation by publication and an ad-litem was appointed pursuant to an order signed by this Court. The citation and proof of service have been on file with this court at least ten days, excluding the date of filing and today, as well as the Publisher's Affidavit. Neither the named Defendants nor any other unknown Defendant has appeared and identified themselves as an heir at law of Decedent, and no one else has filed an answer or any pleading constituting an answer or entered an appearance other than the Attorney Ad-Litem appointed in the case, Maureen Garrett. The Court finds Maureen Garrett exercised due diligence, and, upon granting of this Judgment, Maureen Garrett is discharged.

Plaintiff is unaware of any potential additional heirs of Decedent not named in this matter.

The Court finds that citations were properly served according to law and remained on file with the Clerk of this Court for the time prescribed by law.

The Court further finds that the loan agreement between Decedent and Catherine Watkins and the Plaintiff is in default and that Plaintiff is the beneficiary of that agreement on the property made the basis of this lawsuit.

The Court, having considered the pleadings, legal arguments, affidavits on file with the court, and all other pertinent evidence, and good cause appearing in the premises, finds that Plaintiff is entitled to the relief sought in Plaintiff's First Amended Petition and Motion for Summary Judgment.

Therefore, IT IS ORDERED, ADJUDGED, AND DECREED that

A Default Judgment is entered against Defendants Catherine Watkins and Jerry W. Watkins, Jr.

All heirs at law of Decedent are named in this suit and such Defendants the Known and Unknown Heirs at Law of Decedent are immediately vested with all of Decedent's right, title and interest in the property commonly known as 8318 Hopewood Lane, Houston, TX 77028, pursuant to the Texas Estates Code. The legal description of the property is:

LOTS 31, IN BLOCK 1, OF ROAN OAKS, SECTION 2, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 46 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

The lien in favor of Plaintiff shall be enforced by a non-judicial foreclosure sale held in accordance with the terms and conditions of the Loan Agreement and the lien evidenced by the Security Instrument recorded in the real property records of Harris County, Texas as Instrument Number Y263783.

This Final Judgment serves as an Order of Foreclosure authorizing Plaintiff, its successors and assigns, to proceed with foreclosure pursuant to Texas Prop. Code § 51.002 and satisfies the requirements of Tex. Const. art. XVI, Section 50(a)(6)(D).

Plaintiff may communicate with all parties to this suit and all third parties reasonably necessary to conduct the foreclosure sale.

Plaintiff shall file a certified copy of this Final Judgment in the real property records of the county where the Property is located within ten (10) business days after the entry of this Final Judgment; however, failure to timely record this Final Judgment shall not affect the validity of the foreclosure or defeat the presumption of Tex. Const. Art. XVI § 50(i).

One of the effects of the non-judicial foreclosure shall be that Defendants are divested and the purchaser of the Property at the non-judicial foreclosure sale is vested with all right, title and interest to the Property.

After the non-judicial foreclosure is held, if the property remains occupied after this judgment becomes final and the Plaintiff is the purchaser of the Property at the non-judicial foreclosure sale, a writ of possession shall issue against any occupant of the Property in accordance with TEX. R. CIV. P. 310.

All costs of court are taxed against the party incurring same.

As part of costs of court, and payable by Plaintiff, Maureen Garrett, the Attorney Ad Litem, is hereby granted reasonable attorneys' fees and costs in the amount of \$2,493.33.

All relief not expressly granted is denied.


The judgment finally disposes of all parties and all claims and is appealable.

SIGNED on _____, 2019.

Signed: 
3/17/2020
DISTRICT JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE

SHAPIRO SCHWARTZ LLP

By: 
Keith Taylor
Texas Bar No. 24088511
Kirk Schwartz
Texas Bar No. 24004908
13105 Northwest Freeway, Suite 1200
Houston, Texas 77040
Telephone: 713-833-1591
Facsimile: 847-919-4854
Email: keithtaylor@logs.com
Attorney for Plaintiff

CARRINGTON MORTGAGE SERVICES, LLC (CGG)
WATKINS, ESTATE OF JERRY AND CATHERINE
8318 HOMEWOOD LANE, HOUSTON, TX 77028

CONVENTIONAL
Firm File Number: 15-023199

NOTICE OF TRUSTEE'S SALE

WHEREAS, on January 26, 2005, JERRY WATKINS, A MARRIED MAN IS JOINED PROFORMA BY HIS WIFE CATHERINE WATKINS, as Grantor(s), executed a Deed of Trust conveying to ELDON L. YOUNGBLOOD, as Trustee, the Real Estate hereinafter described, to NEW CENTURY MORTGAGE CORPORATION in payment of a debt therein described. The Deed of Trust was filed in the real property records of HARRIS COUNTY, TX and is recorded under Clerk's File/Instrument Number Y263783, to which reference is herein made for all purposes.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon contingency and in the manner authorized by said Deed of Trust; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, June 2, 2020** between ten o'clock AM and four o'clock PM and beginning not earlier than 11:00 AM or not later than three hours thereafter, the Substitute Trustee will sell said Real Estate in the area designated by the Commissioners Court, of Harris county, pursuant to Section §51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this Notice of Trustee's Sale was posted.

Said Real Estate is described as follows: In the County of Harris, State of Texas:

LOTS 31, IN BLOCK 1, OF ROANE OAKS, SECTION 2, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 46 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Property Address: 8318 HOMEWOOD LANE
HOUSTON, TX 77028
Mortgage Servicer: CARRINGTON MORTGAGE SERVICES, LLC
Mortgagee: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE, FOR
NEW CENTURY HOME EQUITY LOAN TRUST 2005-2
1600 SOUTH DOUGLASS ROAD
SUITE 200-A
ANAHEIM, CA 92806

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.


SUBSTITUTE TRUSTEE

Amar Sood, Anna Sewart, David Barry, Byron Sewart,
Keith Wolfshohl, Helen Henderson or Patricia Poston
c/o Shapiro Schwartz, LLP
13105 Northwest Freeway, Suite 1200
Houston, TX 77040
(713) 462-2565

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active military service to the sender of this notice immediately.

COPY

TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT (First Lien)

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

State of TEXAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

JERRY WATKINS, A MARRIED MAN IS JOINED PROFORMA BY HIS WIFE CATHERINE WATKINS

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

I. REPRESENTATIONS AND WARRANTIES:

A. I am a borrower named in the Texas Home Equity Note (the "Note") or the owner or spouse of an owner of the property described in the Texas Home Equity Security Instrument (the "Security Instrument" which

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

Form 3185 1/01
(rev.10/03)

VMP -8034(TX) (0310)

Page 1 of 6

Initials

VMP Mortgage Solutions (800)521-7291

JW
CW



2156412011

COPY

A.P.N.: 081-334-000-0031

which has the address of: 8318 HOMEWOOD LN
HOUSTON

[City], Texas 77028

[Street]
[Zip Code] ("Property Address")

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

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

Section 41.002 Definition of Homestead

(a) If used for the purposes of an urban home or as both an urban home and a place to exercise a calling or business, the homestead of a family or a single, adult person, not otherwise entitled to a homestead, shall consist of not more than 10 acres of land which may be in one or more contiguous lots, together with any improvements thereon.

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

(1) for a family, not more than 200 acres, which may be in one or more parcels, with the improvements thereon; or

(2) for a single, adult person, not otherwise entitled to a homestead, not more than 100 acres, which may be in one or more parcels, with the improvements thereon.

(c) A homestead is considered to be urban if, at the time the designation is made, the property is:

(1) located within the limits of a municipality or its extraterritorial jurisdiction or a platted subdivision; and

(2) served by police protection, paid or volunteer fire protection, and at least three of the following services provided by a municipality or under contract to a municipality: (A) electric; (B) natural gas; (C) sewer; (D) storm sewer; and (E) water.

B. I understand that the lender making the Extension of Credit is **NEW CENTURY MORTGAGE CORPORATION** (the "Lender").

C. The undersigned includes all owners and spouses of owners of the Property and all borrowers named in the Note.

Property is used primarily for the production of milk.

I. The Extension of Credit is the only loan made pursuant to Section 50(a)(6), Article XVI of the Texas Constitution that will be secured by the Property at the time the Extension of Credit is funded.

J. The Note and Security Instrument have not been signed before the twelfth (12th) day after the later of the date the owner of the Property submitted an application to the Lender, or the Lender's representative for the Extension of Credit, or the date that the Lender, or the Lender's representative provided the owner with a copy of the Notice Concerning Extensions of Credit defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Notice").

K. The Note and Security Instrument have not been signed before one business day after the date that the owner of the Property received a final itemized disclosure of the actual fees, points, interest, costs, and charges that would be charged at closing or a bona fide emergency or other good cause exists and the owner of the Property hereby consents to the Lender providing or modifying such final itemized disclosure on the date of the signing of the Note and Security Instrument and execution of this Texas Home Equity Affidavit and Agreement is deemed evidence of such consent.

L. If I am an owner of the Property, I received the Notice in English. If the discussions with the borrowers named in the Note were conducted primarily in a language other than English, the borrowers named in the Note received from Lender, or Lender's representative, before closing, an additional copy of the Notice translated into the written language in which the discussions were conducted.

M. The Extension of Credit is being closed, that is I am signing the loan documents, at the office of the Lender, an attorney at law, or a title company.

N. It has been at least one year since the closing date of any other extension of credit made pursuant to Section 50(a)(6), Article XVI of the Texas Constitution secured by the Property, unless (i) this Extension of Credit is a refinance of a prior extension of credit pursuant to Section 50(a)(6), Article XVI of the Texas Constitution, and is being made to cure the failure of any lender or holder of the prior extension of credit to comply with its obligations under the prior extension of credit (referred to here as a cure refinance) or (ii) the prior extension of credit was a cure refinance, in which case it has been at least one year since the closing date of the most recent extension of credit prior to a cure refinance.

O. No owner of the Property has been required to apply the proceeds of this Extension of Credit to repay another debt, unless such other debt, if any, is a debt secured by the Property or is a debt to another lender.

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

Q. No owner of the Property has signed an instrument in which applicable blanks were left to be filled in. There are no blanks in this Texas Home Equity Affidavit and Agreement, the Note, or the Security Instrument.

R. No owner of the Property has signed a confession of judgment or given a power of attorney to the Lender or to a third person to confess judgment or to appear for any owner of the Property in a judicial proceeding.

S. To the best of my knowledge and belief, all owners of the Property, after receiving a copy of all documents signed by them, will sign a receipt acknowledging the delivery of such copies.

T. I have been notified in the Security Instrument of the right of the owner and the spouse of any owner to rescind the Extension of Credit without penalty or charge within three (3) days after the closing.

U. The Lender and each owner of the Property have signed a written acknowledgment as to the fair market value of the Property on the date the Extension of Credit is made.

CW

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

II. AGREEMENT PROVISIONS:

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

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

C. Remedies in the Event of Actual Fraud. If any owner of the Property, or the spouse of an owner, obtains the Extension of Credit by actual fraud, then each owner, spouse of each owner and all borrowers named in the Note agree to indemnify and save Lender and its successors and assigns harmless against any loss, costs, damages, attorneys' fees, expenses and liabilities which Lender may incur or sustain in connection with such actual fraud and any court action arising therefrom and will pay the same upon demand. In addition, the borrowers named in the Note may become personally liable for repayment of the Extension of Credit.

D. Opportunity for Lender to Comply. It is agreed that, except as required by law, the Lender or any holder of the Note for the Extension of Credit shall not forfeit any principal or interest on the Extension of Credit by reason of failure by Lender or holder to comply with its obligations under the Extension of Credit, unless the Lender or holder of the Note fails to correct the failure to comply not later than the 60th day after the borrower notifies the Lender or holder of the Note of its failure to comply.

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

0002014443

Jerry Watkins
(Borrower or Owner or Spouse of Owner)
JERRY WATKINS

Catherine Watkins
(Borrower or Owner or Spouse of Owner)
Catherine Watkins MD

NIA
(Borrower or Owner or Spouse of Owner)

NIA
(Borrower or Owner or Spouse of Owner)

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(Borrower or Owner or Spouse of Owner)

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(Borrower or Owner or Spouse of Owner)

NIA
(Borrower or Owner or Spouse of Owner)

NIA
(Borrower or Owner or Spouse of Owner)

ALL STATEMENTS IN THE FOREGOING TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT ARE MADE UNDER OATH. IF ANY SUCH STATEMENT IS MADE WITH KNOWLEDGE THAT SUCH STATEMENT IS FALSE, THE PERSON MAKING SUCH FALSE STATEMENT MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES UNDER APPLICABLE LAW, MAY BE PERSONALLY LIABLE ON THE NOTE AND MAY CAUSE ALL OTHER BORROWERS NAMED IN THE NOTE TO BE PERSONALLY LIABLE ON THE NOTE.

FILED FOR RECORD
8:00 AM

FEB 16 2005

Beverly B. Kaufman
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

FEB 16 2005



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

0002014443

Initials: *gww*
Form 3185 1/01 (rev.10/03)

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