

NO. 2021-02915

NICIA VITORINO	§	IN THE DISTRICT COURT OF
	§	
VS.	§	HARRIS COUNTY, TEXAS
	§	
RAMESH KAPUR, INDIVIDUALLY,	§	
D/B/A AIC MANAGEMENT COMPANY,	§	
FORT BEND MDS, LLC, RK PARIVAR	§	
HOLDING, PLLC, BLUETEX	§	
MANAGEMENT SOLUTIONS, INC.	§	
AND JERRY SCHUTZA	§	334 th JUDICIAL DISTRICT

PETITION IN INTERVENTION

Engelhardt Law, PLLC and **Steven Engelhardt** (jointly “**Engelhardt**”), Intervenors complain against **Nicia Vitorino** (“**Vitorino**”), Plaintiff and states the following:

I. Discovery Level

1. Discovery conducted in this case is intended to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

II. Claims for Relief

1. The damages sought by **Engelhardt** are within the jurisdiction limits of this Court. **Engelhardt** seeks monetary relief greater than Fifteen Thousand and No/100 (\$15,000.00) Dollars and less than One Hundred Thousand and No/100 (\$100,000.00) Dollars.

III. Parties

1. Intervenor **Steven Engelhardt** is a resident of Harris County, Texas.
2. Plaintiff **Nicia Vitorino** is a resident of Harris County, Texas and may be served with **Engelhardt’s** Petition in Intervention by serving her pro se via nicia.vitorino@gmail.com.
3. Defendant **Jerry Schutza** (“**Schutza**”) is an individual residing in Houston, Harris County, Texas and be served with **Engelhardt’s** Petition in Intervention by serving Jerry Schutza,

Attorney at Law, 815 Walker, Suite 1453, Houston, Texas 77002 via email:
schutzalaw@yahoo.com.

IV. Jurisdiction and Venue

1. This Court has jurisdiction over the person and subject matter of this cause under the common law and by statute. The services performed by **Engelhardt** and the benefits received by Plaintiff are intertwined with this pending litigation.

2. Venue is proper in Harris County, Texas. The contract made the basis of this Intervention occurred in Harris County, Texas.

V. Facts

1. **Engelhardt** is an attorney.

2. **Vitorino** entered into a Litigation Power of Attorney and Agreement of Employment (“POA”) agreeing to pay a percentage of any recovery she received from any claim against any of the Defendants sued in this litigation. **Vitorino** nonsuited all Defendants except Defendant **Schutz**. **Engelhardt** relied on all of **Vitorino’s** representations and agreements to be paid per the POA.

3. **Engelhardt** was hired by **Vitorino** to perform legal services which are now being handled in this lawsuit pro se. **Engelhardt** performed legal services on behalf of **Vitorino** and she agreed to pay for said legal services.

4. A copy of the POA is attached hereto, marked Ex 1 and incorporated. **Engelhardt’s** POA was never rescinded or revoked and remains in full force and effect.

5. **Engelhardt** has attempted on several occasions to contact **Vitorino** and she has failed and refused to take his calls or return any of them after messages have been left.

6. The affidavit filed by **Vitorino** with her partial nonsuit is not true in whole and in part. **Engelhardt** was allowed to withdraw as **Vitorino's** attorney per her agreement. **Vitorino** also agreed to hire Mr. Steven Grossman ("Grossman") to represent her and never made independent financial arrangements with him as requested.

7. **Vitorino** never requested any meeting and ignored all requests by **Engelhardt** or Grossman.

8. **Engelhardt** believes the nonsuited parties reached a settlement with **Vitorino** and based on the parties' actions have settled their case. **Engelhardt** was never contacted by **Vitorino** regarding any settlement in this case.

9. There is presently in this Court's Registry an amount in excess of \$40,000.00 ("Funds). **Engelhardt** claims **Vitorino** owes **Engelhardt** a portion of said funds pursuant to the POA of not less than forty-five (45%) percent. (Ex. 1)

10. All conditions precedent have occurred.

VI. Causes of Action

A. First Cause of Action – Breach of Contract

1. Intervenor incorporates by reference paragraphs I – IV and the fact allegations of Section V one (1) through ten (10) and the cause of action as plead herein.
2. Plaintiff has failed to make arrangements with **Engelhardt** to pay for his services and has anticipatorily breached the POA.
3. **Engelhardt** has made demand upon Plaintiff for payment.
4. Accordingly, by the contract signed, Plaintiff agreed to pay forty-five (45%) percent of any recovery she received per the POA. (Ex. 1)

5. Though Plaintiff became and is bound and obligated to pay **Engelhardt**, Plaintiff has failed and refused to expressly acknowledge monies owned to **Engelhardt** per the POA, and as a result Engelhardt has been damaged.

VII. Damages

1. **Engelhardt** is entitled to damages from **Vitorino** in the sum to be determined by the Settlement between the parties and not less than the amount presently in the Court's Registry.

2. Reasonable attorney's fees should be awarded, and judgment rendered in favor of **Engelhardt** against Plaintiff.

VIII. Prayer

Engelhardt requests all parties be cited to appear and answer herein and upon a final trial of this cause, **Engelhardt** have judgment of and against all parties for the following:

1. A money judgment for damages in the amount of forty-five (45%) percent of the Settlement between the parties to be awarded to Engelhardt from the amount on deposit in the Registry of the Court;
2. Interest on any amount as provided by law;
3. Reasonable attorney's fees;
4. Costs of Court; and
5. For such other and further relief, both general and special, at law or in equity, to which **Engelhardt** may show himself justly entitled.

Respectfully submitted,
ENGELHARDT LAW, PLLC

By: /s/ Steven Engelhardt
STEVEN ENGELHARDT
State Bar No. 06624500
4544 Post Oak Place Dr., Suite 270
Houston, Texas 77027
Tel: 713-626-1616
Fax: 713-626-1636
steven@engelhardtlaw.com

ATTORNEY FOR INTERVENORS
**Engelhardt Law PLLC and Steven
Engelhardt**

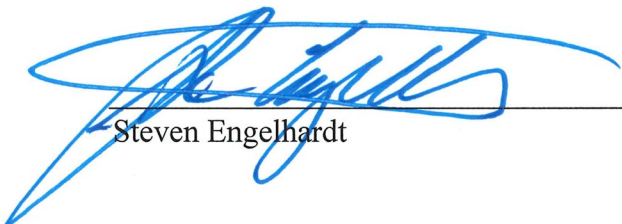
VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **Steven Engelhardt**, who being by me duly sworn on his oath deposed as follows:

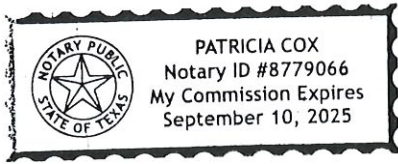
“My name is **Steven Engelhardt**, and I am the Intervenor in the above and foregoing cause of action. I have personal knowledge of the statements made herein and they are true and correct. I have care, custody, and control of the records concerning the Plaintiff, **Nicia Vitorino** for legal services owed pursuant to a Litigation Power of Attorney and Agreement of Employment (“POA”). I am the owner of this contract. The POA states a percentage is due based on any Settlement received from this litigation due and payable by Plaintiff (the “Settlement”). The POA, marked Exhibit “1”, attached to the Intervenor’s Petition in Intervention for Legal Fees is within my personal knowledge, and is true and correct. The percentage of the Settlement is due Intervenor by Plaintiff.”

Further Affiant sayeth not.



Steven Engelhardt

SUBSCRIBED AND SWORN TO BEFORE ME on the 7th day of October, 2021.



Patricia Cox

Notary Public

Certificate of Service

This is to certify that a true and correct copy of the above and foregoing Petition in Intervention has been forwarded to the following by hand delivery, email, fax, certified mail, return receipt requested or regular mail on October 7, 2021 to:

Nicia Vitorino
3219 Ashton Park
Houston, Texas 77082
nicia.vitorino@gmail.com

Jerry Schutza
815 Walker Street, Suite 1953
Houston, Texas 77002
schutzalaw@yahoo.com

/s/ Steven Engelhardt
Steven Engelhardt

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Steven Engelhardt
Bar No. 6624500
steven@engelhardtlaw.com
Envelope ID: 57997850
Status as of 10/8/2021 8:29 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Steven Engelhardt		steven@engelhardtlaw.com	10/7/2021 5:46:38 PM	SENT
Jerry L. Schutza	17853800	schutzalaw@yahoo.com	10/7/2021 5:46:38 PM	SENT
Nicia Vitorino		nicia.vitorino@gmail.com	10/7/2021 5:46:38 PM	SENT

No. 2021-02915

NICIA VITORINO	§	IN THE JUDICIAL DISTRICT COURT
	§	
VS.	§	OF HARRIS COUNTY, TEXAS
	§	
RAMESH KAPUR, INDIVIDUALLY,	§	
D/B/A AIC MANAGEMENT COMPANY,	§	
FORT BEND MDS, LLC, RK PARIVAR	§	
HOLDING, PLLC, BLUETEX	§	
MANAGEMENT SOLUTIONS, INC.	§	
AND JERRY SCHUTZA	§	334 TH JUDICIAL DISTRICT

**INTERVENOR’S TRADITIONAL AND NO EVIDENCE
MOTION FOR SUMMARY JUDGMENT**

Steven Engelhardt (“Engelhardt”), Intervenor files this Traditional and No Evidence Motion for Summary Judgment (“MSJ”) pursuant to Rule 166(a) and 166(i) TRCP and states as follows:

I. Summary of Argument

1. Texas is a record state. **Nicia Vitorino (“Vitorino”)**, Plaintiff was the only grantor and owner on the Deed for the property known as 19917 Bob White, No. 887, Houston, Texas 77365 (the “Property”).

2. The Property was involved in a foreclosure. The foreclosure sale took place on or about June 2, 2020. The Property was deeded to HREAL Company, LLC. The proceeds from the foreclosure sale of the Property after payment of the attorney’s fees and foreclosure expenses is \$40,000.00 which has been paid into the Court’s registry as damages. **(the “Funds”)**

3. There is no contrary, controverting or competent summary judgment evidence contradicting **Vitorino’s** ownership of the Property prior to the foreclosure.

4. The **Funds** are due and payable to **Vitorino**, subject to **Engelhardt’s** Intervention claim for legal fees.

5. **Engelhardt** is entitled to forty-five (45%) percent of the **Funds** pursuant to his power of attorney contract with **Vitorino** (“POA”).

6. **Vitorino** is entitled to the balance of these **Funds**. **Vitorino** is now representing herself, Pro Se.

II. Summary Judgment Evidence

1. The affidavit of **Engelhardt** is attached hereto, marked Ex. 1 and incorporated.

2. The recorded Warranty Deed showing the Property in the name of Nicia Callendare now known as **Nicia Vitorino** is attached hereto, marked Ex. 2 and incorporated.

3. The recorded Deed of Trust dated (July 10, 2018) is attached hereto, marked Ex. 3 and incorporated.

4. The recorded affidavit of **Jerry Schutza** (“**Schutza**”) is attached hereto, marked Ex. 4 and incorporated.

5. The recorded Notice of Substitute Trustee Sale is attached hereto, marked Ex. 5 and incorporated.

6. A copy of the deposits of payments received for the foreclosure sale of the property and deposited at Prosperity Bank are attached hereto, marked Ex. 6 and incorporated.

7. The recorded Substitute Trustee’s Deed is attached hereto, marked Ex. 7 and incorporated.

8. **Schutza’s** legal invoice paid is attached hereto, marked Ex. 8 and incorporated.

9. The net amount of \$40,000.00 deposited into the registry of the Court is attached hereto, marked Ex. 9 and incorporated.

10. A copy of the POA dated November 25, 2020 is attached hereto, marked Ex. 10 and incorporated.

III. Legal Argument for Summary Judgment

1. Texas is a Record Property State. **Vitorino** is the sole owner of the Property (Exs. 1 and 2). The Property was foreclosed on June 2, 2020.

2. **Schutz** handled the substitute Trustee's sale under the Deed of Trust that secured the Property. (Exs. 3,4,5,6 and 7)

3. The **Funds** were placed in the Court's registry by **Schutz** because other persons, besides **Vitorino**, made attempts to make claims to the **Funds** with **Schutz**. (Exs. 4,5,6,7,8 and 9)

4. **Vitorino** nonsuited all her claims against the other Defendants in this lawsuit. There are no other parties in this lawsuit except **Vitorino**, **Engelhardt** and **Schutz**. There are no counterclaims, only **Engelhardt's** Intervention. **Schutz** paid the **Funds** into the Court's registry. No one else makes claim to these **Funds** in this lawsuit, but **Vitorino** and **Engelhardt**.

5. Pursuant to the POA between **Vitorino** and **Engelhardt**, **Engelhardt** is entitled to forty-five (45%) percent of the proceeds from this case including the **Funds** in the Court's registry.

6. Based on the competent Summary Judgment evidence. **Engelhardt** and **Vitorino** are the only persons entitled to the **Funds** in the Court's Registry.

7. There is no evidence to prevent this Court from issuing its Order releasing the **Funds** in the amount of \$40,000.00 plus accrued interest payable in two separate checks. One payable check to **Vitorino** in the amount of \$22,000.00 plus 55% of any accrued interest and one check payable to **Engelhardt** in the amount of \$18,000.00 plus any accrued interest in accordance with the POA Agreement.

Respectfully submitted,

ENGELHARDT LAW PLLC

BY: /s/ Steven Engelhardt

STEVEN ENGELHARDT

State Bar No. 06624500

4544 Post Oak Place Drive, Suite 270

Houston, Texas 77027

Tel: 713-626-1616

Fax: 713-626-1636

steven@engelhardtlaw.com

ATTORNEY PRO SE FOR INTERVENOR

Steven Engelhardt

Certificate of Service

This is to certify that a true and correct copy of the above and foregoing Intervenor's Traditional and No Evidence Motion for Summary Judgment was forwarded to the following by certified mail, return receipt requested, hand delivery, fax, email, and/or regular mail on January 6, 2022:

Nicia Vitorino
3219 Ashton Park Dr.
Houston, Texas 77082
nicia.vitorino@gmail.com

Jerry Schutza
815 Walker Street, Suite 1953
Houston, Texas 77002
schutzalaw@yahoo.com

/s/ Steven Engelhardt
Steven Engelhardt

NICIA VITORINO

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IN THE JUDICIAL DISTRICT COURT

VS.

OF HARRIS COUNTY, TEXAS

RAMESH KAPUR, INDIVIDUALLY,
D/B/A AIC MANAGEMENT COMPANY,
et al

334TH JUDICIAL DISTRICT

AFFIDAVIT OF STEVEN ENGELHRDT

STATE OF TEXAS.

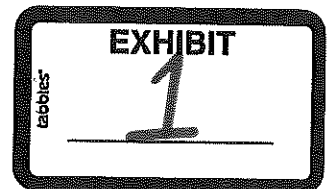
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Steven Engelhardt (“Engelhardt”), known to me, who, after having been by me first duly sworn upon his oath states as follows:

"My name is Steven Engelhardt, and I am an Intervenor in the above referenced cause of action. I have personal knowledge of the statements made herein and they are true and correct.

1. I presently reside in Houston, Harris County, Texas.

2. My previous client was Nicia Callendare now known as Nicia Vitorino (“Vitorino”). Callendare was her maiden name. Vitorino is her married name. Vitorino owned a condominium known as Fondren Southwest Tempos Apartments located in Houston, Harris County, Texas with the legal description of Building 885 in Block 14 out of Fondren Southwest Tempos Apartments, Section (3) for legal. More commonly known as 11917 Bob White, Unit 885, Houston, Texas 77035 (the “Property”). Vitorino acquired this property on or about July 10, 2015. Vitorino was single at the time of acquisition. Vitorino received a Warranty Deed and Vendors



Lien from Alden's Acquisition, LLC. ("Alden") Vitorino also executed a Deed of Trust to secure Alden on the Property. (MSJ Ex. 3)

3. Jerry L. Schutza was appointed substitute Trustee for Alden. (MSJ Ex. 4)

4. The purchase price of the Property at foreclosure was \$46,000.00 per the substitute Trustee's Deed. (MSJ Ex. 7)

5. On or about June 2, 2020, the Property sold at foreclosure. The net balance of the foreclosure monies was approximately \$46,000.00. The substitute trustee, Jerry Schutza ("Schutza") incurred legal fees of approximately \$6,514.80 (MSJ Ex. 8) reduced to \$6,000.00 evidenced by Schutza's deposit into the Court's Registry of \$40,000.00. (MSJ Ex 9) After deduction for these legal fees there is, a net balance of \$40,000.00. ("Funds") Schutza paid the funds into the Registry of the Court. The net balance of the \$40,000.00 is on deposit in the Registry of this Court. (MSJ Ex 9)

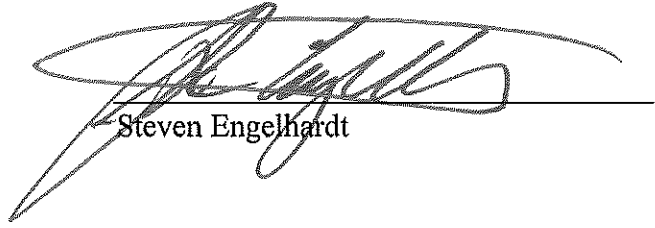
6. Vitorino was the sole owner of the Property at the time of foreclosure. Vitorino is the only person entitled to the funds presently in the Court's Registry, subject to my Intervention claim for attorney fees. (MSJ Ex. 10) The Funds are the \$40,000.00, plus accrued interest, if any.

7. A true and correct copy of my legal POA Contract is attached to this Motion for Summary Judgment marked MSJ Ex. 10.

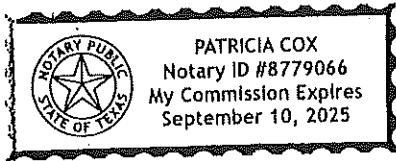
8. No one has any claim to these specific Funds other than Vitorino and myself.

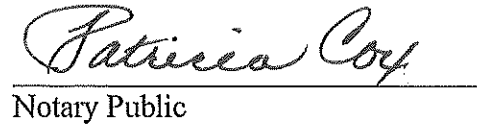
9. I request the Court grant this Summary Judgment and Order these Funds be paid out of the Court's Registry to Engelhardt and Vitorino each per the POA. Forty-Five (45%) percent for my legal services previously provided in this litigation and fifty-five (55%) percent to Vitorino as part of her damages in this litigation."

Further Affiant sayeth not.


Steven Engelhardt

SUBSCRIBED and SWORN to before me, a Notary Public, on this the 6th day of January, 2022, to certify which witness my hand and seal of office.




Notary Public

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WD
W

20150325403
07/22/2015 RP2 \$20.00

WARRANTY DEED WITH VENDOR'S LIEN

Date: July 10, 2015
Grantor: Abdul Zaveri
Grantee : Nicia Calledare, A Single Woman

JE

Consideration:

FOR TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and note of even date executed by Grantee payable to the order of ALDENS ACQUISITIONS, LLC ("Lender"), in the amount of \$12,000, the note being secured in whole or in part by vendor's lien and superior title retained in favor of Lender in this deed and also secured by a deed of trust of even date from Grantee to Mahendra Pondula, Trustee.

Legal Description of Property (including any improvements) described as follows: ---

A TRACT OF PARCEL OF LAND CONTAINING 0.261 ACRES, MORE OR LESS, LOCATED IN THE DEMAS ELLIOTT SURVEY, ABSTRACT 1071, IN HARRIS COUNTY, TEXAS COMMONLY KNOWN AS BUILDING 885 IN BLOCK 14 OUT OF FONDREN SOUTHWEST TEMPOS APARTMENTS, SECTION (3) IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND ALSO BEING THE SAME PROPERTY AS IDENTIFIED ON TAX ACCOUNT NO: 115-810-014-0012 OF HARRIS COUNTY APPRAISAL DISTRICT.

D

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and administrations, successors and assigns, as the case may be, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

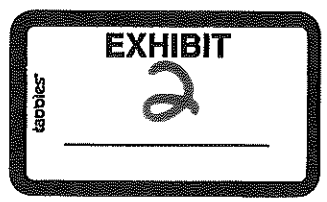
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. The vendor's lien and superior title are transferred to Lender without recourse on Grantor.

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

Executed this 11 the day of July, 2015

Abdul Zaveri
Abdul Zaveri
Grantor

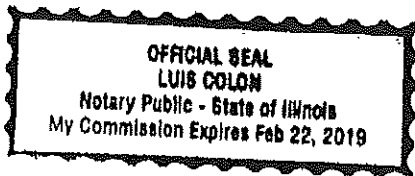
10A



The State of Illinois

County of COOK

This instrument was acknowledged before me on the 11 day of July, 2015 by Abdul Zaveri for the purpose intended.



[Handwritten Signature]

Notary public:
State of Illinois

MY COMMISSION EXPIRES ON 2-22-19

Grantee mailing address
3219 ASHTON PARK DR.
HOUSTON, TX 77082 *216TH*
Nicia Calledane

REF 095-30-1123

FILED

2015 JUN 22 PM 3:45

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

W-211-00-550-RR

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

JUL 22 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

OT
W

20150325404
07/22/2015 RP2 \$84.00

After Recording Return To:
Aldens Acquisitions LLC
72 N. Winterport Circle
Woodlands, TX 77382

[Space Above This Line For Recording Data]

PURCHASE MONEY
DEED OF TRUST

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

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated July 14, 2015, together with all Riders to this document.

(B) "Borrower" is Nicia Calledare Borrower is the grantor under this Security Instrument.

(C) "Lender" is Aldens Acquisitions LLC Lender is a LLC organized and existing under the laws of State of Texas. Lender's address is 72 North Winterport Circle, Woodlands, TX 77382. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Mahendra Pondula Trustee's address is 72 North Winterport Circle, Woodlands, TX 77382.

(E) "Note" means the promissory note signed by Borrower and dated July 14 2015. The Note states that Borrower owes Lender TwelveThousanddollars

Dollars (U.S. \$ 12,000) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2030.

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

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



MC

RECORDED

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

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

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably

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grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Harris
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

All or part of the purchase price of the Property is paid for with the money loaned

A TRCT OF PARCEL OF LAND CONTAINING 0.281 ACRES, MORE OR LESS, LOCATED IN THE DEMAS ELLIOTT SUR' ABSTRACT 1071, IN HARRIS COUNTY, TEXAS COMMONLY KNOWN AS BUILDING 885 IN BLOCK 14 OUT OF FONDI SOUTHWEST TEMPOS APARTMENTS, SECTION (3) IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OF PLA THEREOF RECORDED IN VOLUME 3038 PAGE 94 OF THE MAP RECORDS OF HARRISW COUNTY, TEXAS AND ALSO BEING THE SAME PROPERTY AS IDENTIFIED ON TAX ACCOUNT NO: 115-810-014-0012 OF HARRIS COUNTY APPRAISAL DISTRICT

which currently has the address of 11917 Bob White, Unit 885,
Houston, Texas 77035 [Street] ("Property Address")
[City] [Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by

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Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of

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the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name

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

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

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

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower
shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste
on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the
Property in order to prevent the Property from deteriorating or decreasing in value due to its
condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically

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... promptly repair the Property if damaged to avoid further deterioration or ... insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If,

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Lender as mortgagee and/or as an additional loss payee
Lender as mortgagee and/or as an additional loss payee
policies and renewal certificates for

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

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

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

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

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

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain

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feasible, Borrower shall promptly repair the damage. If Borrower cannot repair the damage, if in

cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

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

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with

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

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

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

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

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

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

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

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

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

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

46

either an individual ~~individual~~ pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

MC

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

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

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

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

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

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge

THIS SECURITY INSTRUMENT MAY BE EXERCISED OR PERFORMED BY ONE OR MORE TRUSTEES ACTING ALONE OR TOGETHER. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

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

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

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

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

Purchase Money.

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

Owelty of Partition.

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

Renewal and Extension of Liens Against Homestead Property.

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

Acknowledgment of Cash Advanced Against Non-Homestead Property.

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

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

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

Witnesses:

Nicia Calledare

NICIA CALLEDARE

(Seal)

- Borrower

1072

(Seal)

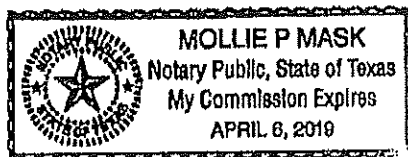
- Borrower

[Space Below This Line For Acknowledgment]

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 22 day of July, 2015 by Nicia Calledare



Mollie P Mask
Notary Public in and for the State of Texas

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 14th day of July, 2015, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Aldens Acquisitions, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

11917 Bob White, Unit 887, Houston TX 77035

[Property Address]

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

The property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Fondren Southwest Tempos Apartments

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest. Insofar as permitted by Section 50(a)(6)(H), Article XVI of the Texas Constitution, "homestead" shall include the elements of the property described by this Rider.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the property, whether to the unit or to common elements, any proceeds payable to Borrower shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to

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

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender, if allowed by applicable law, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

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

11. 11. 1. . .

Yvonne Calcedone
(BORROWER)

2015-07-22 15:45:45

FILED

2015 JUL 22 PM 3:45

Stan Stewart
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.

JUL 22 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

My name is Jerry L. Schutza. I am competent to make this Affidavit. The facts stated in this Affidavit are within my personal knowledge and are true and correct.

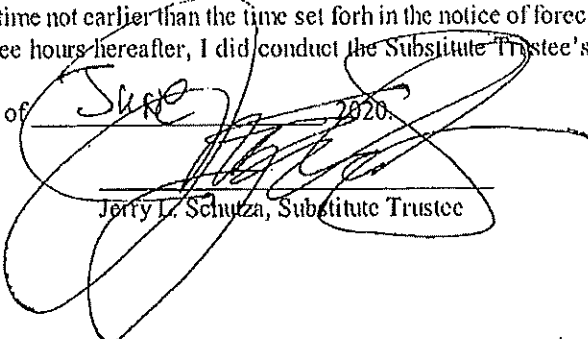
Under the direction of Alden Acquisitions, L.L.C., the legal holder of the Deed of Trust described below and of the obligations secured thereby, I, as the Substitute Trustee appointed to enforce the power of sale contained in the Deed of Trust dated July 14, 2015, executed by Nicia Caledare to Alden Acquisitions, L.L.C., filed for record under File No. 2015-0325404 in the Official Public Record of Real Property of Harris County, Texas on May 12, 2020, did post signed copies of a Notice of Substitute Trustee's Sale, of which a true and correct copy is attached to and incorporated in this Affidavit by reference for all purposes, at the officially designated place, located in Harris County Texas and filed a duplicate of the Notice Of Substitute Trustee's Sale with the county clerk's office of Harris County, Texas, on the same day.

I Further served a true and correct copy of the Notice of Substitute Trustee's Sale on Nicia Caledare by depositing the same, postage prepaid, certified mail, certified return mail, return receipt requested, in a post office or official depository of the U.S Postal Service. The person(s) served with notice(s) and their address(es) are as follows:

Nicia Caledare
11917 Bob White Unit 887
Houston, Texas 77035

Further on June 2, 2020, at a time not earlier than the time set forth in the notice of foreclosure sale and beginning not later than three hours hereafter, I did conduct the Substitute Trustee's Sale.

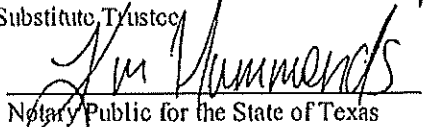
EXECUTED this 10 day of

June 2020.


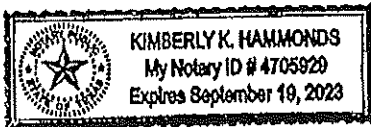
Jerry L. Schutza, Substitute Trustee

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was sworn and acknowledged before me on the 10th day of June, 2020, by Jerry L. Schutza, Substitute Trustee.



Notary Public for the State of Texas



RP-2020-255109



NOTICE OF SUBSTITUTE TRUSTEE SALE

Deed of Trust

Date: July 14, 2015

Original Grantor: Nicia Calledaro

Original Beneficiary: Alden Acquisitions, L.L.C.

Present Beneficiary: Alden Acquisitions, L.L.C.

Property County: Harris File No. 2015-0325404

Legal Description: A tract of parcel of land containing 0.261 acres, more or less, located in the Demas Elliott Survey Abstract 1071, in Harris County, Texas commonly known as Building 885 in Block 14 out of Foundren Southwest Tempos Apartment, Section (3) in Harris County, Texas according to the Map or Plat thereof recorded in Volume 3038, Page 94 of the map records of Harris County, Texas and also being the same property as identified on Tax Account No.: 115-810-014-0012 of Harris County, Appraisal District.

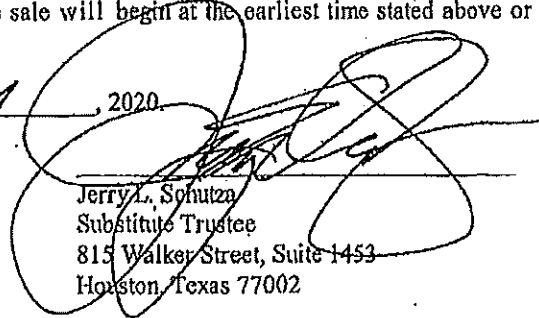
Date of Sale: June 2, 2020

Earliest Time Sale Will Begin: 10:00 a.m.

Place of Sale Of Property: Bayou City Events Center
9401 Knight Rd., Houston, Texas 77045

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

Dated this 12 day of MAY, 2020.


 Jerry L. Schutz
 Substitute Trustee
 815 Walker Street, Suite 1453
 Houston, Texas 77002

RP-2020-255109



RP-2020-255109

RP-2020-255109
Pages 5
06/15/2020 01:45 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$30.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



A handwritten signature in black ink, appearing to read "Chris Hollins".

COUNTY CLERK
HARRIS COUNTY, TEXAS

DEPOSIT TICKET PROSPERITY BANK

DATE: 6/3/2020
 ACCOUNT NUMBER: 0070219
 TOTAL DEPOSIT: \$ 46,000.00

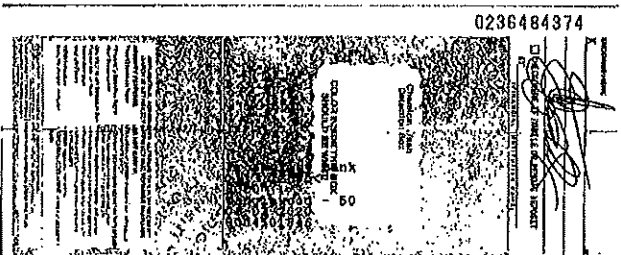
DATE	DESCRIPTION	AMOUNT	BALANCE
6/3/2020	PROSPERITY BANK	46,000.00	46,000.00

6/3/2020 0 46,000.00
 70219 151 8004501845

6/3/2020 0 46,000.00
 70219 151 8004501845

CASHIER'S CHECK 6854906413

DATE: June 01, 2020
 PAY TO THE ORDER OF: NIKOLA KNEZEVIC
 Amount: \$1,000.00

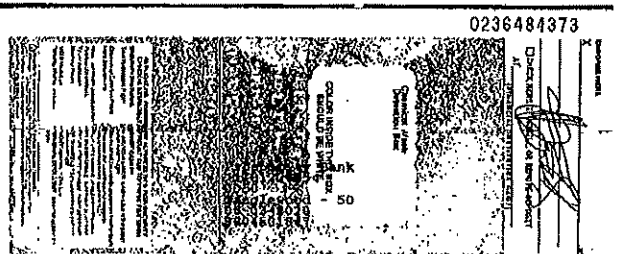


6/3/2020 6854906413 1,000.00
 4861512838 0 8004501846

6/3/2020 6854906413 1,000.00
 4861512838 0 8004501846

CASHIER'S CHECK 6854907902

DATE: June 01, 2020
 PAY TO THE ORDER OF: NIKOLA KNEZEVIC
 Amount: \$5,000.00

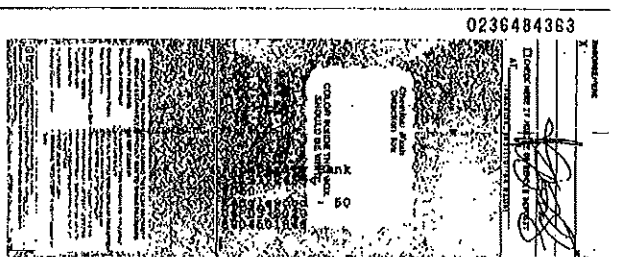


6/3/2020 6854907902 5,000.00
 4861512853 0 8004501847

6/3/2020 6854907902 5,000.00
 4861512853 0 8004501847

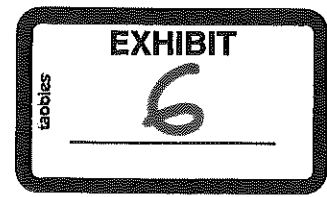
CASHIER'S CHECK 6854907892

DATE: June 01, 2020
 PAY TO THE ORDER OF: NIKOLA KNEZEVIC
 Amount: \$10,000.00



6/3/2020 6854907892 10,000.00
 4861512853 0 8004501848

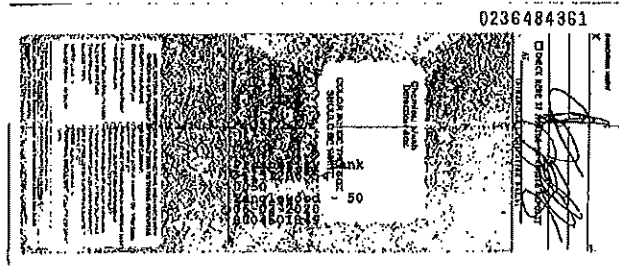
6/3/2020 6854907892 10,000.00
 4861512853 0 8004501848



CASHIER'S CHECK 6854907890
 June 01, 2020
 PAY TO THE ORDER OF ***NIKOLA KNEZEVIC***
 Ten thousand dollars and no cents **\$10,000.00**
 MICHAEL J. KNEZEVIC
 Cashier
 MICHAEL J. KNEZEVIC
 Cashier

6854907890 12100014814861 512853

0236484361



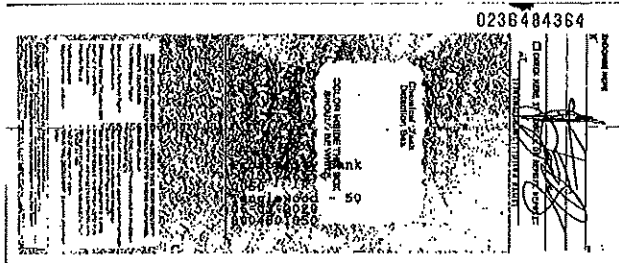
6/3/2020 6854907890 10,000.00
4861512853 0 8004501849

6/3/2020 6854907890 10,000.00
4861512853 0 8004501849

CASHIER'S CHECK 6854907893
 June 01, 2020
 PAY TO THE ORDER OF ***NIKOLA KNEZEVIC***
 Two thousand dollars and no cents **\$10,000.00**
 MICHAEL J. KNEZEVIC
 Cashier
 MICHAEL J. KNEZEVIC
 Cashier

6854907893 12100014814861 512853

0236484364



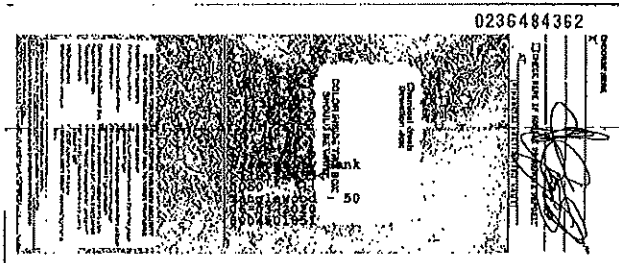
6/3/2020 6854907893 10,000.00
4861512853 0 8004501850

6/3/2020 6854907893 10,000.00
4861512853 0 8004501850

CASHIER'S CHECK 6854907891
 June 01, 2020
 PAY TO THE ORDER OF ***NIKOLA KNEZEVIC***
 Ten thousand dollars and no cents **\$10,000.00**
 MICHAEL J. KNEZEVIC
 Cashier
 MICHAEL J. KNEZEVIC
 Cashier

6854907891 12100014814861 512853

0236484362



6/3/2020 6854907891 10,000.00
4861512853 0 8004501851

6/3/2020 6854907891 10,000.00
4861512853 0 8004501851

Image Viewer

DEPOSIT TICKET



PREPARED BY APPROVED BY BO # DATE
5P 6/3/20

Name: JANA SCHUTZ 10LTA
Address: (Knezevic)

CASH
CHECKS

TOTAL FROM OTHER SIDE: 4600.00
SUB TOTAL
LESS CASH RECEIVED

Acknowledge Receipt of Cash Returned By Signing Above.

ACCOUNT NUMBER

0070219

\$ 46000.

⑆52⑆7⑆2655⑆

⑆5⑆

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

TOTAL FORWARD TO OTHER SIDE

Vertical bars for MICR line

46000.

8004501845 2020 06 03 ⑆113122655⑆

06/03/2020
BRN 50 1000
Ac Count 70219
DPA Deposit 46,000.00
100000
100000
100000
100000
100000
100000

Prosperity Bank
>113122655<
0050
Fanglewood - 50
06-03-2020
8004501845

ADDITIONAL LISTING SPACE

Available Documents:

Transit - 6/3/2020 - ABA 121000248 - Amount \$1,000.00 - Trace # 8004501846

View

SUBSTITUTE TRUSTEE'S DEED

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, by a Deed of Trust, dated July 14, 2015, Nicia Calledare, as Grantor, conveyed to the Trustee, certain real property which is described below, for the purpose of securing and enforcing payment of a note which is described in the Deed of Trust;

WHEREAS, the undersigned was appointed Substitute Trustee;

WHEREAS, Grantor defaulted under the terms of the Deed of Trust, and Alden Acquisitions, L.L.C. the owner and holder of the Deed of Trust, requested the undersigned, as Substitute Trustee, to enforce the Trust;

WHEREAS, in compliance with the request of the Owner and Holder, and in accordance with law, I did offer the property for sale at public auction at the location designated for public auctions on the 2nd day of June, 2020, being the first Tuesday in the month, between the hours of 10:00 a.m. and 1:00 p.m., to the highest bidder, for cash, and said property was at sale struck off to HREAL COMPANY, L.L.C., 17424 W. Grand Parkway, Suite 163, Sugarland, Texas 77479 ("Grantee"), being the highest and best bidder;

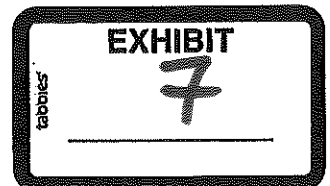
WHEREAS, all prerequisites to the sale required either by law or by the Deed of Trust have been duly and fully complied with by the Trustee;

WHEREAS, such sale took place in the Bayou Events Center in Harris County, Texas 9401 Knight Road, Houston, Texas 77045, which is the area designated by the Harris County Commissioner's Court as the area in Harris County where sales pursuant to Section 51 of the Texas Property Code are to take place; and the sale began and was completed at or about 11:30 a.m., being not later than three hours after the time of 1:00 p.m., as stated in the Notice as the earliest time at which the said sale would occur;

THEREFORE, the undersigned Substitute Trustee, by virtue of the power and authority vested in me as Substitute Trustee for and in consideration of FORTY SIX THOUSAND DOLLARS (\$46,000.00) paid by Grantee, do grant, sell and convey unto the Grantee the following described property, to-wit:

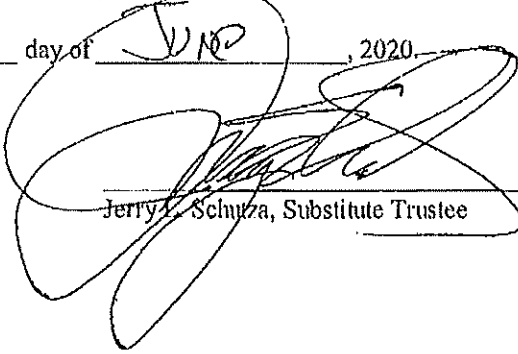
A tract of parcel of land containing 0.261 acres, more or less, located in the Demas Elliott Survey Abstract 1071, in Harris County, Texas commonly known as Building 885 in Block 14 out of Fondren Southwest Tempos Apartment, Section (3) in Harris County, Texas according to the Map or Plat thereof recorded in Volume 3038, Page 94 of the map records of Harris County, Texas and also being the same property as

RP-2020-255109



identified on Tax Account No.: 115-810-014-0012 of Harris County, Appraisal District.

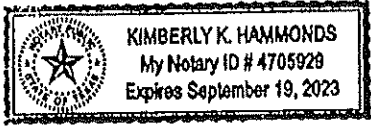
To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever, in fee simple; with no warranties, express or implied, and subject to any and all liens, encumbrances, restrictions or reservations, ad valorem taxes, or other matters of record.

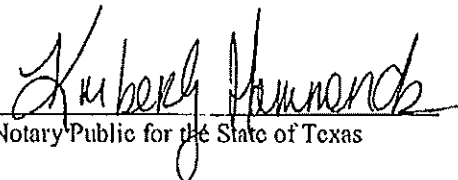
EXECUTED this 10 day of JUNE, 2020.


Jerry L. Schutza, Substitute Trustee

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of June, 2020, by Jerry L. Schutza, Substitute Trustee.





Notary Public for the State of Texas

RP-2020-255109

RECORD AND RETURN TO:

HREAL COMPANY, L.L.C.
17424 W. Grand Parkway, Suite 163
Sugarland, Texas 77479

Law Office of Jerry L. Schutza
815 Walker Street, Suite 1453
Houston, Texas 77002 US
schutzalaw@yahoo.com

INVOICE DATE: April 30, 2020

BILL TO:

Alden Acquisitions, L.L.C.
Trustees Sale

DATE	ACTIVITY	QTY.	AMOUNT
------	----------	------	--------

PREVIOUS BALANCE:

\$0.00

03/17/20	Office conference regarding posting property for Trustee's Sale; drafted Notice of Sale; drafted cover letter; made arrangements for posting and delivery.	2.0	\$600.00
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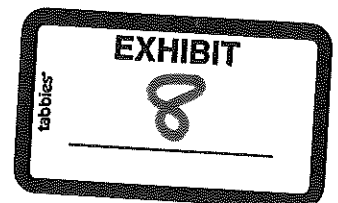
04/14/20	Conference with client regarding posting property for sale; drafted Notice of Trustee's Sale; made arrangements for posting and delivery.	1.5	\$450.00
----------	---	-----	----------

3.5 \$1,050.00

Expenses:

Postage \$14.80

Total amount of this bill: \$1,064.80



Law Office of Jerry L. Schutz
815 Walker Street, Suite 1453
Houston, Texas 77002 US
schutzalaw@yahoo.com

INVOICE DATE: October 31, 2020

BILL TO:
Alden Acquisitions, L.L.C. Trustees Sale

DATE	ACTIVITY	QTY.	AMOUNT
	PREVIOUS BALANCE:		\$1,064.80
05/12/20	Conferences with Remesh Kapur and Conference wwith Mahendra Pandula Re: posting of property for sale; drafted notice of trustee's sale; made arrangements for posting and recording of notice; made arrangements for delivery.	2.5	\$750.00
5/28/20	Several conferences with several prospective bidders on property.	.5	\$150.00
5/29/20	Conferences with several prospective bidders on property.	.4	\$120.00
6/01/20	Conference with client to confirm sale; confirmed with County Attorney that foreclosure sales have not been cancelled; conferences with prospective bidders.	1.0	\$300.00
6/02/20	Preparation for sale; review of proof of service; review of proof of service; traveled to Bayou City Events Center to conduct trustee's sale; conference with purchaser at sale.	3.0	\$900.00
6/03/20	Drafted Trustee's Deed to sale purchaser.	1.0	\$300.00
6/04/20	Drafted revisions to Trustee's Deed; conferences with purchaser to obtain grantee information.	.7	\$210
6/09/20	Drafted final revisions to Deed; conference with purchaser.	.8	\$240.00

6/10/20	Conference with client Re: disbursement of sales proceeds.	.2	\$60.00
6/15/20	Conference Re: disbursement of sales proceeds.	.2	\$60.00
6/25/20	Conference with client Re: loan payoff.	.2	\$60.00
7/08/20	Conference Re: disbursement of sales proceeds.	.2	\$60.00
7/15/20	Conference Re: disbursement of sales proceeds.	.2	\$60.00
7/29/20	Conference Re: disbursement of sales proceeds.	.2	\$60.00
8/10/20	Conference Re: disbursement of sales proceeds.	.2	\$60.00
8/24/20	Conference Re: disbursement of sales proceeds.	.2	\$60.00
8/26/20	Lengthy conference with Nicia Vitorino Re: sale of property and sales proceeds; drafted memo to file; lengthy conference with client.	1.2	\$360.00
9/17/20	Lengthy conference with Nicia Vitorino; sent and received emails; lengthy conference with client Re: disbursement of sales proceeds.	1.0	\$300.00
9/30/20	Conference Re: disbursement of sales proceeds	.2	\$60.00
10/9/20	Office conference Re: status and disbursements.	1.0	\$300.00
10/12/20	Conference with Mahendra Pandula Re: sales proceeds; conference with Ramesh Kapur.	.4	\$120.00
10/14/20	Conference with Mahendra Pandula Re: Sales proceeds; conference with Ramesh Kapur.	.3	\$90.00
10/19/20	Conference Re: proceeds.	.2	\$60.00
10/20/20	Drafted Release.	1.0	\$300.00
10/21/20	Drafted revisions to Release.	.4	\$120.00
10/22/20	Drafted final revisions to Release.	.5	\$150.00

10/23/20 Conference Re: Release and Disbursement. .4 \$120.00

Expenses:

Recording Fee \$2.00
Postage \$8.00
Total: \$10.00

18.1 \$5,430.00

Total amount of this bill: \$6,514.80

MARILYN BURGESS DISTRICT CLERK

Action : CRS Principal Deposit

Case: 202102915-7

Trans ID: 213876029

Court: 334

Style PLT: VITORINO, NICIA

DEF: KAPUR, RAMESH (INDIVIDUALLY AND DOING BUSINESS AS AIC
MANAGEMENT

Fee	Description	Amount
910	PRINCIPAL	\$40,000.00

Payment Check	5415	\$40,000.00
Amount Tendered :		\$40,000.00
Payment Amount:		\$40,000.00
Amount Applied:		\$40,000.00
Change Amount:		\$0.00

Received SCHUTZA, JERRY L T0071892
OF 11 GREENWAY PLAZA 2820
HOUSTON, TX 77046

FORTY THOUSAND AND 00/100 *****Dollars

Payment Date: 3/9/2021

File Date: 1/19/2021

Assessed By: YOUNG, TAMMIE

Validated: 3/9/2021 By :HARRISON, ANEISHA T

Comment:



Check Image Viewer

JERRY L. SCHUTZA ✓ 84642. 5415 ✓
IOLTA TRUST ACCOUNT 213876029
PH. 713-961-1200
11 GREENWAY PLAZA STE. 2820
HOUSTON, TX 77046
DATE 3-1-21 ✓
882265/1131-49
PAY TO THE ORDER OF Harris County District Clerk ✓ \$40,000⁰⁰
John Thomas ✓
PROSPERITY BANK®
RIVER OAKS BANKING CENTER
4205 SAN FELIPE, STE. 100 • HOUSTON, TX 77027
713-683-9300 www.prosperitybank.com
FOR 2021-02915-Interpender ✓
Photo Safe Deposit Cash Only
⑈005415⑈ ⑆113122655⑆ 00070219⑈

>062206295<
Cadence Bank #3930
2021-03-11
3930111048
Batch 114303104

ENDORSE HERE
X FOR DEPOSIT ONLY
 CHECK HERE IF MOBILE DEPOSIT
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
© 2011 FRT, L.P.
MAY 11 2021

ENGELHARDT LAW PLLC
4544 POST OAK PLACE DRIVE, SUITE 270
HOUSTON, TEXAS 77027
TELEPHONE 713-626-1616
FAX 713-626-1636

LITIGATION POWER OF ATTORNEY
AND AGREEMENT OF EMPLOYMENT

The undersigned, **NICIA VITORINO**, hereinafter referred to as "**Client**", and **ENGELHARDT LAW PLLC**, hereinafter referred to as "**Engelhardt**" and sometimes "**Attorney**", hereby enter into the following Agreement regarding **Engelhardt's** representation of Client and agree to the following:

1. THE SPECIFIC LITIGATION MATTER FOR WHICH **ENGELHARDT** IS EMPLOYED IS CLIENT'S CLAIMS AGAINST RAMESH KAPUR AND HER OWNERSHIP INTEREST IN BLUETEX MANAGEMENT SOLUTIONS IN HARRIS COUNTY, TEXAS AND ANY OTHER CLAIMS (HEREINAFTER REFERRED TO AS THE "LAWSUIT").
2. The date of actual employment of **ENGELHARDT** and the effective date of this agreement is November 16, 2020.
3. **ENGELHARDT** is hereby granted a power of attorney so **ENGELHARDT** has full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including but not limited to prosecuting Client's claims to final judgment, settling, negotiating, and compromising client's claims in any manner **ENGELHARDT** deems necessary, and/or reducing to possession any and all monies or other things of value due to Client as fully as Client could do so in person.
4. No representations have been made by **ENGELHARDT** as to the ultimate success of the case and the only material representations made by **ENGELHARDT** to client is that he will exert his best professional efforts in his representation of Client. It is further understood and agreed: (a) that **ENGELHARDT** cannot warrant or guarantee the outcome of the case; (b) that **ENGELHARDT** has not represented to Client that Client will recover all or any of the funds or compensation desired; and (c) that obtaining a judgment does not guarantee that the opposing party will be able or willing to satisfy the judgment.
5. Client fully understands that **ENGELHARDT** accepts no responsibility of liability of any nature for any matters of concern or interest in this lawsuit, in particular for Client, for any nature preceding the date of this agreement. It is further understood that the **ENGELHARDT** cannot warrant or guarantee the outcome of the lawsuit and the results.



6. Client shall keep **ENGELHARDT** advised of Client's whereabouts at all times, shall provide **ENGELHARDT** with any changes of address, phone number or business affiliation during the time period in which Attorney's services are required, and shall comply with all reasonable requests of Attorney in connection with the preparation and handling of the Lawsuit.
7. Client fully understands that this instrument represents a contract for services rendered and to be rendered by **ENGELHARDT** and that such services are conditioned upon the terms of this agreement, including but not limited to payment of attorney fees to **ENGELHARDT** in accordance with the fee schedule and other terms as set forth herein below.
8. **CLIENT ACKNOWLEDGES THAT ENGELHARDT IS TAKING THIS CASE WITHOUT HAVING AN OPPORTUNITY TO CONDUCT A FULL INVESTIGATION OF THE FACTS AND THAT CLIENT HAS REQUESTED ENGELHARDT'S REPRESENTATION OF CLIENT IN THIS MATTER. ENGELHARDT HEREBY FURTHER DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.**
9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
10. Arbitration

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ANY CONTROVERSY, DISPUTE OR QUESTION ARISING OUT OF, IN CONNECTION WITH OR IN RELATION TO THIS AGREEMENT, OR ITS INTERPRETATION, PERFORMANCE, OR NONPERFORMANCE, OR ANY BREACH THEREOF, WITH RESPECT TO THE ATTORNEY SHALL BE DETERMINED BY ARBITRATION AND CONDUCTED IN HOUSTON IN ACCORDANCE WITH THE THEN EXISTING COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THIS SECTION CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO DISPUTE RESOLUTION AND SUPERCEDES ALL PRIOR DISCUSSIONS, ARRANGEMENTS, NEGOTIATIONS, AND OTHER COMMUNICATIONS ON DISPUTE RESOLUTION. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
12. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter. This Agreement can be modified or changed only in writing and signed by both parties.

13. Fee Schedule and Payment

ENGELHARDT and Client understand that the following fee schedule shall apply as a condition of employment and that Client accepts full responsibility for the payment of any balances due for legal services under the following schedule.

- a. Client agrees that in consideration of the services rendered and to be rendered for Client by said Attorney, Client is obligated to give said Attorney as his fee forty-five (45%) percent of all that Attorney may recover and Client hereby transfers, assigns and conveys to said Attorney an undivided interest in and to all of Client's lawsuit whether same is settled with or without suit, and to any judgment that may be rendered in Client's favor; Attorney shall have the right but not the obligation to bill Client at his hourly rate of \$400.00 per hour which Client acknowledges is a reasonable rate per hour for the legal services to be provided.
- b. Client further agrees to pay for any and all court costs and expenses, incurred by Attorney in the handling of this case, and such shall be paid and reimbursed out of the Client's part of any settlement or recovery; Client has advanced \$1,000.00 for costs;
- c. Expenses include, but are not limited to subpoena costs, filing costs, deposition costs, accounting costs, investigation costs, copy costs, photographs, exhibits, witness fees, investigation fees, clerical overtime, postage, travel and transportation costs, parking expenses, consultant's fees and all other miscellaneous actual expenses incurred in connection with this cause; and
- d. Client hereby agrees to pay Attorney herein the full percentage of Client(s)' gross recovery according to the scale set forth above notwithstanding any agreements, associations, or fee arrangements between Client and any other attorneys.

14. Termination of Employment

Attorney reserves the right to withdraw from employment in this Lawsuit at any time and for any reason; provided, however, that in such event Attorney shall give Client at least 30 days' notice in writing of his intention to withdraw and provided further that such withdrawal can be effected without undue prejudice to Client's rights in the Lawsuit. Client shall have the right to terminate Attorney's employment at any time and for any reason; provided, however, that in such event, Client shall give Attorney at least 30 days written notice of his intention to terminate such employment. In the event this Agreement is terminated, it shall be Client's responsibility to obtain other counsel to protect his interest in the Lawsuit and Attorney shall have no further responsibility to Client upon the substitution of other counsel or the expiration of 30 days, whichever first occurs. In the event of termination of this Agreement for any reason, by either party, the fees and expenses incurred to the time of such termination shall be immediately due and payable by Client, and Client shall be responsible for any additional fees or expenses reasonably incurred between the time that notice is given of termination of this Agreement and the time of that substitution of other counsel can be effected to the extent such additional work is necessary for the protection of Client's interests in the Lawsuit.

15. Notice Required by State Bar of Texas.

The Texas State Bar Act requires that attorneys provide to their clients the following notice:

- (i) the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys;
- (ii) although not every complaint against or dispute with an attorney involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint;
- (iii) please call 1-800-932-1900 (toll free) for more information.

16. Miscellaneous

Attorney and Client understand that, from time to time, during the pendency of this cause and the Attorney/Client relationship that **ENGELHARDT** may deem necessary to use the services of other lawyers, legal assistants, paralegal employees or other associate lawyers of the law firm and Client agrees that the use of such is acceptable to Client.

17. Governing Law

This Agreement shall be governed and construed in accordance with the substantive laws of the State of Texas.

18. File Retention by Attorney

The Attorney will keep the file relating to the Agreement for two (2) years from the termination of this Agreement, after which time the file may be destroyed. The Client agrees to request from the Attorney in writing any documents of which the Client may want copies before the end of the two (2) year period.

19. No Representation Regarding Appeal

THIS CONTRACT AND AGREEMENT DOES NOT INCLUDE REPRESENTATION OF THIS CASE TO ANY APPELLATE COURT, AND IN THE EVENT THAT AN APPEAL IS NECESSITATED, IN THAT EVENT, CLIENT AND ATTORNEY WILL CONSIDER THAT MATTER AS A SEPARATE AND DISTINCT CAUSE OF ACTION AND A NEW AND DISTINCT FEE ARRANGEMENT WILL CONTROL IF, IN FACT, ATTORNEY AND CLIENT ARE MUTUALLY DESIROUS OF CONTINUING AN ATTORNEY/CLIENT RELATIONSHIP FOR THE PURPOSES OF APPEARANCE BEFORE ANY APPELLATE COURT.


SIGNED November 25, 2020.

CLIENT:

ATTORNEY:
ENGELHARDT LAW PLLC



Nicia Vitorino



Steven Engelhardt, Attorney

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Steven Engelhardt
Bar No. 6624500
steven@engelhardtlaw.com
Envelope ID: 60572099
Status as of 1/6/2022 3:26 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Steven Engelhardt		steven@engelhardtlaw.com	1/6/2022 3:22:22 PM	SENT
Jerry L. Schutza	17853800	schutزالaw@yahoo.com	1/6/2022 3:22:22 PM	SENT
Nicia Vitorino		nicia.vitorino@gmail.com	1/6/2022 3:22:22 PM	SENT