

CAUSE NO. 2022-78335

SUSAN PETERSON, § IN THE DISTRICT COURT
Plaintiff(s), §
VS. § 281ST JUDICIAL DISTRICT
§
HUNTER-KELSEY II, LLC §
Defendant(s). § HARRIS COUNTY, TEXAS

**DEFENDANT, HUNTER-KELSEY II, LLC'S, ORIGINAL ANSWER AND COUNTER
PETITION**

COMES NOW, Hunter-Kelsey II, LLC, and file this Original Answer and Counter Petition in response to Susan Peterson's ("Plaintiff") Plaintiff's Original Petition, Application for Injunctive Relief, and Request for Disclosures ("Plaintiff's Petition"), and respectfully shows as follows:

I. GENERAL DENIAL

1. Hunter-Kelsey II, LLC is not liable for any of Plaintiff's claims brought in Plaintiff's Petition, or any amendment thereto at a later date, and enters a general denial of all of Plaintiff's claims brought in this suit, in accord with Tex. R. Civ. P. 92.

II. AFFIRMATIVE DEFENSE OF FAILURE OF CONSIDERATION

2. Hunter-Kelsey II, LLC raises the affirmative defense of failure of consideration to all causes of action in Plaintiff's Petition, pursuant to Tex. R. Civ. P. 93(9) and 94. In support thereof, Hunter-Kelsey II, LLC attaches hereto and incorporates herein **Exhibit 1**, a business records affidavit. The attached business records prove that the foreclosure in question was warranted based on Plaintiff's failure to make timely payments, which was a failure of consideration on the Promissory Note and Deed of Trust attached.

III. FACTS

3. Susan Peterson took out a loan for \$117,000.00 with Hunter-Kelsey II, LLC, evidenced by a Promissory Note dated July 25, 2016. *See Exhibit 1.A.*, attached hereto and incorporated herein. She pledged real property as collateral for the loan, described as:

Lot 38, Block 4, Replat and Extension of Westmont, according to the map or plat thereof, recorded in Volume 77, Page 1, Map Records, Harris County, Texas; more commonly known as 9302 Highmeadow Drive, Houston, Texas 77024.

(“the Subject Property”). Susan Peterson executed a Deed of Trust of even date evidencing the the aforesaid security for the loan, recorded as Document No. RP-2016-332736 in the Official Public Records of Harris County, Texas. *See Exhibit 1.B.*, attached hereto and incorporated herein.

4. Susan Peterson was obligated to repay the debt in monthly installments of \$1,446.43 on the 25th day of each month, beginning August 25, 2016. *See Exhibit 1.A.*

5. The Promissory Note had a maturity date of July 25, 2021, at which time the remainder of the loan became due and owing in full. *Id.*

6. Susan Peterson failed to pay the loan off by the maturity date, and, on December 3, 2021, Hunter-Kelsey II, LLC issued her a Notice of Default Due to Maturity. *See Exhibit 1.C.*, attached hereto and incorporated herein. This notice stated that if Susan Peterson did not pay in full the amount due at the time of \$133,365.52, by December 24, 2021, that Hunter-Kelsey II, LLC would take the steps necessary to foreclose its lien on the Subject Property. *Id.* Hunter-Kelsey II, LLC sent this notice via First Class and Certified Mail. *Id.* Hunter-Kelsey II, LLC did not receive either mailing back, returned to sender. *Id.* Further, by an official report published by the United States Postal Service from its website, this notice was delivered. *Id.*

7. Susan Peterson failed to pay the loan off by December 24, 2021, and Hunter-Kelsey II, LLC set the Subject Property for foreclosure sale on February 1, 2022. *See Exhibit 1.D.*, attached hereto and incorporated herein. Further, by an official report published by the United States Postal Service from its website, the notice of sale was delivered to Susan Peterson. Hunter-Kelsey II, LLC sent this notice via First Class and Certified Mail. *Id.* Hunter-Kelsey II, LLC did not receive either mailing back, returned to sender. *Id.*

8. Hunter-Kelsey II, LLC agreed to hold off on the sale to give Susan Peterson time to sell the Subject Property voluntarily, to generate proceeds pay off the debt. *See Exhibit 1.E.*, attached hereto and incorporated herein. Susan Peterson signed a formal agreement with Hunter-Kelsey II, LLC on January 12, 2022. This agreement obligated Susan Peterson to make a payment of \$7,500.00 before January 25, 2022, then monthly payments of \$2,500.00 on the 25th day of each subsequent month, beginning in February, 2022, **to end on August 2, 2022.** Susan Peterson fraudulently and falsely suggests in Plaintiff's Petition that this agreement was indefinite such that as long as she made monthly payments of \$2,500.00, Hunter-Kelsey II, LLC would not foreclose. *See Plaintiff's Petition at Paragraph 10.* That couldn't be farther from the truth. The agreement not only had an end date of August 2, 2022, but, in addition, **explicitly stated that the Subject Property would be set for foreclosed on August 2, 2022.** *See Exhibit 1.E.* The hold off period contemplated, in exchange for the payments, ended August 2, 2022. Susan Peterson has received more time than she bargained for. *Id.*

9. As part of the consideration for the agreement, Susan Peterson acknowledged and admitted for evidentiary purpose that the aforesaid Promissory Note and Deed of Trust were valid and enforceable. *Id.*

10. Susan Peterson failed to make payments in accord with the hold off agreement. *See Exhibit 1.F.*, attached hereto and incorporated herein. Per the terms of the agreement, she should have made 1) the original \$7,500.00 payment by January 25, 2021, 2) a \$2,500.00 payment by February 25, 2021, 3) a \$2,500.00 payment by March 25, 2021, 4) a \$2,500.00 payment by April 25, 2021, 5) a \$2,500.00 payment by May 25, 2021, and 6) a \$2,500.00 payment by July 25, 2021. *See Exhibit 1.E.* Susan made the initial payment of \$7,500.00 to stop the sale, one payment of \$2,500.00 on February 25, 2021, then fell off. *Id.*

11. Susan Peterson failed to make her \$2,500.00 payment before March 25, 2021. *Id.* She failed to make her \$2,500.00 payment before April 25, 2021. *Id.*

12. On May 10, 2022, Hunter-Kelsey II, LLC issued Susan Peterson a second Notice of Default Due to Maturity, giving her until May 31, 2022 to payoff the then total amount due of \$133,151.12, notifying her that Hunter-Kelsey II, LLC would otherwise foreclose its lien. *See Exhibit 1.G.*, attached hereto and incorporated herein. Hunter-Kelsey II, LLC sent this notice via First Class and Certified Mail. *Id.* Hunter-Kelsey II, LLC did not receive either mailing back,

returned to sender. *Id.* Further, by an official report published by the United States Postal Service from its website, this notice was delivered. *Id.*

13. Despite Susan Peterson's failure to make payments per the hold off agreement, Hunter-Kelsey II, LLC performed, in full, and then some, by holding off on foreclosing long after the bargained for August 2, 2022, end date. *See Exhibit 1.H.*, attached hereto and incorporated herein. Susan Peterson has absolutely nothing to complain about. She got significantly more time than she bargained for, and she did not even perform her end of the bargain! *Id.*

14. Hunter-Kelsey II, LLC rescheduled the foreclosure sale for December 6, 2022. *Id.* Hunter-Kelsey II, LLC issued notice of sale to Susan Peterson this time at two addresses. *Id.* Hunter-Kelsey II, LLC also sent each copy of the notice via First Class and Certified Mail. *Id.* In total, Hunter-Kelsey II, LLC sent Susan Peterson four (4) copies of this notice. *Id.* Hunter-Kelsey II, LLC did not receive any of these notices back, returned to sender. *Id.* Further, by official reports published by the United States Postal Service from its website, the copies of the notice sent via Certified Mail were delivered. *Id.*

15. This Court then issues an ex parte temporary restraining order on December 2, 2022, resulting in cancelation of the December 6, 2022 foreclosure sale.

IV. RESPONSE TO REQUEST FOR INJUNCTION

16. To be entitled to an injunction, a plaintiff must 1) plead a cause of action, 2), prove a probable right to relief and 3) prove an immediate, irreparable injury if temporary relief is not granted. *See City of Arlington v. City of Fort Worth*, 873 S.W.2d 765, 767 (Tex. App.—Fort Worth, 1994, orig. proc.). Tex. Civ. Prac. & Rem. Code Sec. 65.011 governs injunctions. The Supreme Court of Texas has said, “[A]lthough [Tex. Civ. Prac. & Rem. Code Sec. 65.011] does not expressly make the lack of an adequate legal remedy a prerequisite for injunctive relief, this requirement of equity continues. [T]he statute does not permit injunctive relief without the showing of irreparable harm otherwise required by equity.” *Town of Palm Valley v. Johnson*, 87 S.W.3d 110, 111 (Tex. 2001).

17. Plaintiff's Petition fails the latter two (2) elements for injunctive relief and does not establish lack of adequate legal remedy or irreparable harm without injunction.

18. Plaintiff's Petition admits that she is indebted to Hunter-Kelsey II, LLC. *See* Plaintiff's Petition, Paragraphs 8 through 11.

19. Plaintiff's Petition fails element 2) by failing to prove a probably right to relief on any cause of action. As the basis for her claims, Susan Peterson says that she never received notice of default, notice of acceleration or notice of sale, and that, essentially, she performed by tendering payments pursuant to the Promissory Note. All of these things are patently false.

20. The notice of default was properly issued, twice, with proof not only that Hunter-Kelsey II, LLC deposited them in the mail on December 3, 2021 and May 10, 2022, but, also, that Susan Peterson actually received them both times. *See* Exhibits 1.C. and 1.G. The proof is in the form of a report published by the United States Postal Service on its official government owned and operated website. *Id.*

21. There was no need to accelerate the maturity of the debt, because the Promissory Note had already matured on naturally, on July 25, 2021, before either Notice of Default was given. *See* Exhibit 1.A. The maturity date of the debt was never accelerated. *Id.*

22. The notice of sale for the December 6, 2022, sale was properly issued with proof not only that Hunter-Kelsey II, LLC deposited this notice in the mail on November 1, 2022, but, also, that Susan Peterson actually received them both times. *See* Exhibits 1.C. and 1.G. The proof is in the form of a report published by the United States Postal Service on its official government owned and operated website. *Id.*

23. Payment history on this loan is documented in Exhibit 1.F. It not only shows that Susan Peterson failed to payoff the debt by the maturity date, but, further, that she failed to make payments in conformity with the aforesaid hold off agreement. *Id.* He suggestion that she performed is without any merit. *Id.* It is clear that she has failed to make timely payments per the Promissory Note and the hold off agreement, and that Hunter-Kelsey II, LLC is entitled to foreclose its lien.

24. Susan Peterson may try to argue that despite the afore mentioned uncontroverted proof of deposit into the mail by published government reports relating to each aforesaid notice, somehow she never received them. Whether she actually received them is immaterial. Tex. P. Code Sec. 51.002(e) governs both notices of default and notices of sale. It says, "Service of a notice under this section by certified mail is complete when the notice is deposited in the United States mail, postage prepaid and addressed to the debtor at the debtor's last known address." . It

does not require that a lender prove actual delivery of notice to a debtor. *See Krueger v. Swann*, 604 S.W.2d 454, 457 (Tex.Civ.App.—Tyler 1980, writ ref'd n.r.e.). The general purpose of the notice requirements is to “provide only a minimum level of protection for the debtor, and it provides for only constructive notice of foreclosure.” *Id.* Actual receipt of the notice is irrelevant and immaterial. *King*, 2008 Tex. App. LEXIS 5274, at *6 (Tex. App.—Corpus Christi July 17, 2008, no pet.) (mem. op.). Deposit of notice into the United States Certified Mail satisfies a lender’s obligation to provide constructive notice to the debtor. *See Kressenberg v. Nationstar HECM Acquisition Trust 2015-2*, No. 02-18-00261-CV, 2020 Tex. App. LEXIS 3013, at *9 (Tex. App.—Fort Worth Apr. 9, 2020, no pet.) (mem. op.); *see also Ebrahimi v. Caliber Home Loans, Inc.*, No. 05-18-00456-CV, 2019 Tex. App. LEXIS 3033, 2019 WL 1615356, at *7 (Tex. App.—Dallas Apr. 15, 2019, pet. denied) (mem. op.) (stating that Section 51.002(e) “makes it clear that service is completed upon deposit in the mail, not actual receipt; there is no requirement that a plaintiff physically receive the notice in order for service to be valid and effective”). A debtor must show that a lender did not send notice by certified mail to the borrower’s last known address for there to be a defect in the notice requirement. *Onwuteaka v. Cohen*, 846 S.W.2d 889, 892 (Tex. App.—Houston [1st Dist.] 1993, writ denied).

25. Proof as to whether the notice was deposited in the mail is material and germane to whether foreclosure is proper, and probable right to success. *Id.* In this instance, there is uncontroverted evidence that notices were properly given to Susan Peterson. *See Exhibit 1.*

26. Plaintiff fails element 3 for injunctive relief because the December 6, 2022 sale did not occur, and there is no imminent threat of injury she currently faces. Further, Plaintiff has an adequate remedy at law. She is welcome to pay the debt off to in full to stop the foreclosure. Payment of the debt, a debt she contracted for, and on a contract for which she has breached, is an adequate remedy at law.

27. Plaintiff alleges that she was unable to sell the Subject Property due to actions of Hunter-Kelsey II, LLC. Apparently, a buyer was scared off because she defaulted on this loan. This assertion, too, is extremely misleading to the Court. In addition to owing Hunter-Kelsey II, LLC a great deal of money, she also owes the IRS a great deal of money. *See Exhibit 1.I.*, attached hereto and incorporated herein. She has been unable to close because she has so many liens encumbering the Subject Property that cannot be cleared by the funds she anticipated from

a buyer at closing. *Id.* This is not Hunter-Kelsey II, LLC's problem, and has nothing to do with Hunter-Kelsey II, LLC.

28. Finally, a plea for more time is not a defense to foreclosure in Texas. *Lincoln Nat'l Life Ins. Co. v. Freudenstein*, 87 S.W.2d 810 (Tex. App.—San Antonio 1935). A borrower is not entitled to stop a foreclosure simply to save equity, create time to sell or to find a new loan. *Id.* at 811. Such excuses by a debtor do not abridge a lender's contractual right to foreclose. *Id.*

29. Plaintiff fails to establish any of the latter two (2) elements requisite to injunctive relief. Failure of one, alone, is futile to her request. For these reasons, the Court must deny any further injunctive relief in this case.

V. COUNTERCLAIM

30. Now comes Hunter-Kelsey II, LLC ("Counter Plaintiff") and complains of Counter Defendant, Susan Peterson, and for cause of action would show:

A. DISCOVERY

31. This case is a suit involving \$250,000.00 in damages or less, and, therefore, is governed under a Level 1 Discovery Control Plan pursuant to Rules 190.2 and 169 of the Texas Rules of Civil Procedure.

B. CLAIM FOR RELIEF

32. Counter Plaintiff is seeking monetary damages of \$250,000.00 or less, and nonmonetary relief as set forth below.

C. PARTIES

33. Counter Plaintiff is a corporation doing business in Harris County, Texas.

34. Counter Defendant is an individual residing and/or doing business in Harris County, Texas, who may be served with process as a party who has already appeared, by counsel of record, Mary Jane Caum *via* eService pursuant to Tex. R. Civ. P. 21a.

D. FACTUAL BACKGROUND

35. The contents of Exhibit 1 are incorporated hereat as if set forth at length. Section III, above is incorporated here as if set forth at length.

E. COUNT 1 – BREACH OF CONTRACT

36. Counter Plaintiff asserts that there exists a valid contract with Susan Peterson, Counter Plaintiff tendered performance by advancing Susan Peterson the money she bargained for when making the agreement, Susan Peterson breached her contractual obligation by failing to make timely payments in accord with the contractual terms and Counter Plaintiff sustained money damages as a result of her breach. Counter Plaintiff does not have use of the money she was supposed to have repaid by now. All the factual assertions in Section III, above, are incorporated herein as if set forth at length.

F. COUNT 2 – FORECLOSURE

37. Counter Plaintiff incorporates paragraph 36 above as if set forth at length and asserts that it establishes a basis for foreclosure under the Deed of Trust, attached as Exhibit 1.B., and requests the relief contemplated in Tex. R. Civ. P. 309. Counter Plaintiff reserves the right to non-judicially foreclose its lien at any time. Counter Plaintiff does not admit by making this plea that judicial foreclosure is necessary in this instance.

G. COUNT 3 – DECLARATORY JUDGEMENT, ATTORNEY’S FEES, COSTS OF COURT AND JUDGMENT INTEREST

12. Susan Peterson has called into question the legitimacy and legality of the notice of sale issued by Counter Plaintiff on November 1, 2022. Counter Plaintiffs requests a determination by court order of the validity of said notice of sale pursuant to Tex. Civ. Prac. & Rem. Code Sec. 37.004(a). Further, Counter Plaintiff is entitled to reasonable and necessary attorney’s fees that are equitable and just pursuant to Tex. Civ. Prac. & Rem. Code Sec. 37.009. Counter Plaintiff is entitled to reasonable and necessary attorneys' fees in the amount of \$50,000.00 if tried to a verdict by jury before this court, another \$15,000.00 if appealed to the Texas Court of Appeals and another \$15,000.00 if appealed to the Texas Supreme Court.

Further, Counter Plaintiff is entitled to payment or reimbursement of court costs and post judgment interest pursuant to Tex. Fin. Code Sec. 304.003 and other supporting law.

VI. PRAYER

WHEREFORE, PREMISES CONSIDERED, Hunter-Kelsey II, LLC prays as follows:

1. Plaintiff/Counter Defendant take nothing by this suit and hereby requests all additional relief to which this Court finds Hunter-Kelsey II, LLC justly entitled in law or equity.
2. Hunter-Kelsey II, LLC be awarded all aforesaid declaratory relief, monetary damages, attorney fees, costs of court, foreclosure, an award for breach of contract, and post judgment interest.
3. Hunter-Kelsey II, LLC be awarded all relief to which this Court finds Hunter-Kelsey II, LLC justly entitled.

Respectfully submitted,

BELLAMY & SCHULTZ, PLLC
7200 N. MoPac Expy., Suite 310
Austin, Texas 78731
Tel (512) 346-6011
Fax (512) 346-6005
Litigation@SRBSLaw.com

By: /s/ Dylan Schultz
Brian S. Bellamy
State Bar No. 24045476
Dylan Schultz
State Bar No. 24103529

**ATTORNEYS FOR DEFENDANTS /
COUNTER PLAINTIFFS**

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing instrument, and any associated attachments, exhibits or proposed orders, were delivered to all opposing counsel and other parties listed below who have made an appearance in this suit pursuant to TEX. R. CIV. P. 21a. on the 6th day of December 2022 as follows:

Erick DeLaRue, attorneys for Susan Peterson
Via eService to: erick.delarue@delaruelaw.com

/s/ Dylan Schultz
Dylan Schultz
Attorney Certifying

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.

Kaleb McCann on behalf of Dylan Schultz
Bar No. 24103529
kaleb@srbslaw.com
Envelope ID: 70757681
Status as of 12/6/2022 4:33 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Erick DeLaRue		erick.delarue@delaruelaw.com	12/6/2022 4:27:15 PM	SENT



STATE OF TEXAS §

TRAVIS COUNTY §

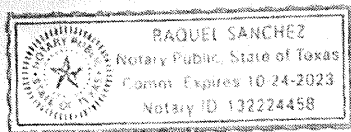
1. My name is Talish Cole. I am of sound mind, capable of making this affidavit and make the statements herein based upon personal knowledge.
2. I am the custodian of records of Hunter-Kelsey II, LLC ("Creditor") and am familiar with the manner in which records are created and maintained by virtue of my duties and responsibilities.
3. Attached are 62 pages of records. These are the original or exact duplicates of the original records.
4. The records were made at or near the time of each act, event, condition, opinion, or diagnosis set forth.
5. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth.
6. The records were kept in the course of regularly conducted business activity.
7. It is the regular practice of the business activity to make the records.
8. To the extent that any of the business records attached hereto originated by a third party, they are business records of Creditor because (1) such documents have been incorporated and kept in the course of Creditor's business; (2) Creditor typically relies upon the accuracy of the contents of the documents to determine existence and powers of a lien, and transferred totals for Creditor's accounting; and (3) these documents are trustworthy because they were signed by the borrowers and/or a government agent, among other circumstances.

Further affiant sayeth not.

Talish Cole

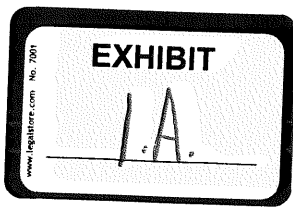
Talish Cole, Affiant

SWORN TO AND SUBSCRIBED to before me, on this the 10th day of December 2022 to certify which witness my hand and seal of office



Raquel Sanchez

Notary Public, State of Texas



Promissory Note

Date: July 25, 2016

Borrower/Grantor: Susan K. Peterson

Borrower/Grantor's Mailing Address: 100 Paul Revere Drive
Houston, Texas 77024
Harris County

Lender: Hunter-Kelsey II, LLC

Place for Payment: c/o Hunter-Kelsey of Texas, LLC
3432 Greystone Drive, Suite 100
Austin, Travis County, TX 78731
Or any other place that Lender may designate in writing.

Principal Amount: \$117,000.00

Annual Interest Rate: 13.900%

Maturity Date: July 25, 2021

Default Interest Rate: 17.989%

Terms of Payment (principal and interest): Principal and interest payments of \$1,446.43 per month shall be due and payable on the 25th day of each month beginning August 25, 2016 and continuing on the same day each month until the Maturity Date at which time all principal and unpaid interest shall be due and payable. Payments will be applied first to any outstanding fees, then to accrued interest, and then the remainder to the reduction of the Principal Amount.

Security for Payment: This Note is secured by a Deed of Trust of even date herewith from Borrower to Nikolaos P. Stavros, trustee, which covers the following real property:

Lot 38, Block 4, Replat and Extension of Westmont, according to the map or plat thereof, recorded in Volume 77, Page 1, Map Records, Harris County, Texas; more commonly known as 9302 Highmeadow Drive, Houston, Texas 77024.

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. All interest calculated under this Note shall be computed based on the actual number of days elapsed in a year consisting of 365 days. This Note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Default Interest Rate.

Prepayment: Borrower shall pay a prepayment penalty on any principal paid above the scheduled amortized principal portion of the payments ("Extra Principal") in the following amounts:

2.0% of the Extra Principal paid to Lender before the expiration of twelve (12) months from the date of this Note; and

1.0% of the Extra Principal paid to Lender after the expiration of twelve (12) months from the date of this Note and before the expiration of twenty-four (24) months from the date of this Note.

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

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

Borrower's Promise to Pay: Borrower promises to pay the Principal Amount plus the accrued interest to the order of Lender at the address above or as directed by Lender. Borrower will make the payments on the dates and in the amounts shown in the Terms of Payment. Borrower agrees that, if the obligations Lender is paying, on behalf of Borrower, if any, are more than anticipated, Lender may pay those on Borrower's behalf and add the additional amount and add it to the Principal Amount of the Note without further notice to Borrower. Borrower also agrees that, if Lender pays an additional amount, the monthly payment will increase, but the number of payments will not change. If Borrower's obligations are less than Lender pays and there is an overage, any refund will be applied to Borrower's loan balance in the order of priority stated in the Note.

Release of Lien: Upon payment in full of the Note, the Note shall be deemed satisfied and Borrower will be entitled to a Release of Lien upon payment of a reasonable fee, as determined by the Lender.

Late Payment Charge: If Borrower fails to make a scheduled payment within ten (10) days after it is due, a late charge of 5% of the scheduled payment will be applied.

Additional Charges: A processing fee will be charged should any payments be returned as insufficient funds, as authorized under Section 3.506 under the Texas Business and Commerce Code. In the event of a late payment or default, Lender may charge for the cost of running a credit report on Borrower.

Attorney Charges: Borrower also promises to pay reasonable attorney's fees and court and other costs if this Note is placed in the hands of an attorney to collect or enforce the Note. These expenses

will bear interest from the date of advance at the Default Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the Note and will be secured by any security for payment.

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

If Borrower defaults in the payment of this Note or in the performance of any obligation in any instrument securing or collateral to this Note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the Note immediately due.

Default Interest: If an Event of Default has occurred, Lender may send Borrower a written notice specifying the Event of Default and may require Borrower to cure the default by a certain date, not earlier than 20 days after the Notice of Default is mailed. Unless applicable law requires a different method, all notices or other communication shall be delivered to Borrower by first class mail at the mailing address provided above. Notice is deemed received by Borrower on the 3rd day after mail is postmarked. Upon Notice of Default, Lender may increase the interest rate on the unpaid Principal Amount to the Default Rate.

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

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

If any provision of this Note conflicts with any provision of a loan agreement or Deed of Trust of the same transaction between Lender and Borrower, the provisions of the Note will govern to the extent of the conflict.

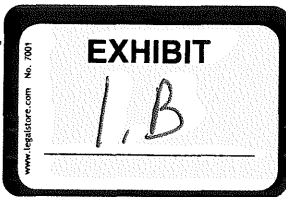
This Note will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for enforcement of this Note and all obligations of Borrower hereunder is set and agreed in State District Court in Travis County, Texas for all purposes.

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



Susan K. Peterson

Date: 27 JULY 2016



RP-2016-332736
07/29/2016 ER \$44.00

15/ITC/LZA/1625944-BAL

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

Deed of Trust

Terms

Date: July 25, 2016

Borrower/Grantor: Susan K. Peterson

Borrower/Grantor's Mailing Address: 100 Paul Revere Drive
Houston, Texas 77024
Harris County

Trustee: Nikolaos P. Stavros

Trustee's Mailing Address: 3624 North Hills Drive, Suite B-100
Austin, Texas 78731-3242
Travis County

Lender: Hunter-Kelsey II, LLC, a Texas Limited Liability Company

Lender's Mailing Address: c/o Hunter-Kelsey of Texas, LLC
3432 Greystone Drive, Suite 100
Austin, Travis County, TX 78731

Obligation

Note

Date: July 25, 2016

Principal Amount: \$117,000.00

Borrower: Susan K. Peterson

Lender: Hunter-Kelsey II, LLC

Maturity date: July 25, 2021

Terms of Payment: AS THEREIN PROVIDED

Other Debt:

This Deed of Trust also secures payment of any debt that Grantor may subsequently owe to Lender and that arises while Grantor owns the Property.

RP-2016-332736

Property (including any improvements): Lot 38, Block 4, Replat and Extension of Westmont, according to the map or plat thereof, recorded in Volume 77, Page 1, Map Records, Harris County, Texas; more commonly known as 9302 Highmeadow Drive, Houston, Texas 77024

Prior Liens:

If Grantor fails to pay any part of principal or interest secured by a prior lien or liens on the Property when it becomes payable or defaults on any prior lien instrument, the entire debt secured by this Deed of Trust will immediately become payable at the option of Lender

Other Exceptions to Conveyance and Warranty: None.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this Deed of Trust, this Deed of Trust will have no further effect, and Lender will release it at Grantor's expense.

Transfer of Rights in the Property

Grantor gives to the Trustee, in trust, with power of sale, the Property.

To secure the Note Grantor gives Lender a security interest in the Property including existing and future improvements, easements, fixtures, attachments, replacements and additions to the Property, insurance refunds and proceeds.

This Deed of Trust secures:

- a. repayment of the Note, and all extensions, modifications and refinances of the Note; and;
- b. the completion of Grantor's promises and agreements under the Note.

Grantor promises that Grantor owns the Property and has the right to grant Lender an interest in it. Grantor also promises that the Property is free of any lien, except liens that are publicly recorded. Grantor promises that Grantor will generally defend the title to the Property. Grantor will be responsible for Lender's losses that result from a conflicting ownership right to the Property. Any default under Grantor's agreements with Lender will be a default of this Deed of Trust. After Grantor has paid the Note and any other amounts owed to Lender under this Deed of Trust, Lender will release the lien against the Property at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to-

1. keep the Property in good repair and condition;

2. provide proof of payment of all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this Deed of Trust;
4. maintain all insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, including making Lender an additional insured on said Required Insurance Coverages, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender at least ten days before the expiration of the Required Insurance Coverages;
5. obey all laws, ordinances, and restrictive covenants applicable to the Property;
6. keep any buildings occupied as required by the Required Insurance Coverages;
7. if the lien of this Deed of Trust is not a first lien, pay or cause to be paid all prior lien Notes and abide by or cause to be abided by all prior lien instruments; and
8. notify Lender of any change of address.
9. protect, defend, indemnify and save harmless Trustee and Beneficiary from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Trustee or Beneficiary in connection with the Premises, or any part thereof, the Obligation or any related matter. Grantor's obligations to defend, indemnify and hold Beneficiary harmless hereunder shall survive payment of the Obligation, and all other amounts owed under the Obligation and satisfaction or foreclosure of this Deed of Trust.

B. Lender's Rights

1. Lender or Lender's mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this Deed of Trust may, at Lender's discretion, be applied first to amounts payable under this Deed of Trust and then to amounts due and payable to Lender with respect to the Obligation, to be

applied to attorney fees, late charges, principal, or interest in the order Lender in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the Default Interest Rate stated in the Note. The amount to be reimbursed will be secured by this Deed of Trust.

6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-

a. declare the unpaid principal balance and earned interest on the Obligation immediately due;

b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and

c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

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

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

3. from the proceeds of the sale, pay, in this order-

a. expenses of foreclosure, including a reasonable commission to Trustee;

b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

c. any amounts required by law to be paid before payment to Grantor; and

d. to Grantor, any balance; and

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

D. General Provisions

1. If Lender orders a title report or an appraisal of the Property while a default exists or to comply with legal requirements affecting Lender, Grantor, at Lender's request, agrees to reimburse Lender for the cost of any such appraisal. If Grantor fails to reimburse Lender for any such appraisal within ten days of Lender's request, that failure is a default under this Deed of Trust.

2. Grantor agrees to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this Deed of Trust or in any other document executed in connection with the Note or this Deed of Trust; (b) comply with Grantor's obligations under this Deed of Trust and other documents; (c) subject to and perfect the liens and security interests of this Deed of Trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this Deed of Trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantor agrees to pay all costs of the foregoing.

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

4. Recitals in any trustee's deed conveying the Property will be presumed to be true.

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

6. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

7. If any portion of the Obligation cannot be lawfully secured by this Deed of Trust, payments will be applied first to discharge that portion.

8. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will

not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

9. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this Deed of Trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this Deed of Trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor has executed a separate agreement entitled Assignment of Rents with Lender, then the Assignment of Rents Agreement shall control.

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

11. In no event may this Deed of Trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

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

13. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this Deed of Trust.

14. Grantor represents to Lender that no part of the Property is either the residential or business homestead of Grantor and that Grantor neither resides nor intends to reside in the Property. Grantor renounces all present and future rights to a homestead exemption for the Property.

15. Grantor agrees to furnish on Lender's request evidence satisfactory to Lender that all taxes and assessments on the Property have been paid when due.

16. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

17. Grantor agrees to allow Lender or Lender's agents to enter the Property at reasonable times and inspect it and any personal property in which Lender is granted a security interest by this Deed of Trust.

18. Grantor may furnish, in an amount no less than the unpaid balance of the sum of all Notes or any refinance or modification of the Note secured by the property or any other perfected security instrument, any insurance required by this Deed of Trust either through existing policies owned or controlled by Grantor or through equivalent coverage from any insurance company authorized to transact business in Texas.

19. If all or any part of the Property is sold, transferred, or conveyed without the prior consent of Lender or other holder of the Note, Lender or other holder of the Note may, at its sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Lender or other holder of the Note has no obligation to consent to any such sale or conveyance of the Property, and Lender or other holder of the Note is entitled to condition any consent on a change in the interest rate that will thereafter apply to the Note and any other change in the terms of the Note or Deed of Trust that Lender or other holder of the Note in its sole discretion deems appropriate. A lease for a period longer than three years, a lease with an option to purchase, or a contract for deed will be deemed to be a sale, transfer, or conveyance of the Property for purposes of this provision. Any deed under threat or order of condemnation, any conveyance solely between makers, and the passage of title by reason of death of a maker or by operation of law will not be construed as a sale or conveyance of the Property. The creation of a subordinate lien without the consent of Lender or other holder of the Note will be construed as a sale or conveyance of the Property, but any subsequent sale under a subordinate lien to which Lender or other holder of the Note has consented will not be construed as a sale or conveyance of the Property.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the dissolution of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the dissolution of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the dissolution of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (1) the dissolution of the partnership, (2) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (3) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (4) the withdrawal from or admission into it of any controlling limited partner or partners.

20. This Deed of Trust binds, benefits, and may be enforced by the successors in interest of all parties.

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

22. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.


23. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this Deed of Trust if this Deed of Trust is placed in the hands of an attorney for enforcement.

24. If any provision of this Deed of Trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

25. The term *Lender* includes any mortgage servicer for Lender.

26. Grantor represents that this Deed of Trust and the Note are given for the following purposes:

The Principal Amount of the Note \$117,000.00

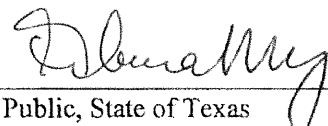


Susan K. Peterson

STATE OF TEXAS §

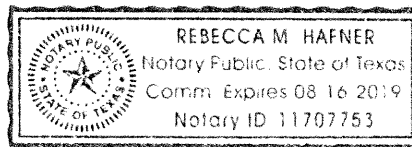
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 27, 2016, by Susan K. Peterson.



Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:
Hunter-Kelsey of Texas, LLC
3432 Greystone Drive, Suite 100
Austin, Travis County, TX 78731



RP-2016-332736

RP-2016-332736
Pages 9
07/29/2016 01:49 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$44.00

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.

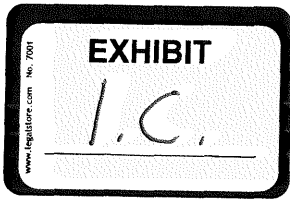
Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS



Bellamy, Schultz & Rusler, PLLC
Attorneys at Law

Dylan Schultz
Dylan@SRBSLaw.com
7200 North MoPac Expressway, Suite 310
Austin, Texas 78731
Ph: (512) 346-6011
Fax: (512) 346-6005

December 3, 2021

Susan K. Peterson
100 Paul Revere Dr.
Houston, TX 77024

9214 8901 9403 8360 7196 44

NOTICE OF DEFAULT DUE TO MATURITY

Lender: Hunter-Kelsey II, LLC	Amount Due: \$133,365.52	Due Date: December 24, 2021
Property's Address: 9302 Highmeadow Drive, Houston, TX 77024	Borrower(s): Susan K. Peterson	
Deed of Trust recorded as Doc./Inst. No(s), 2016-332736 in Harris County, TX; Promissory Note dated July 25, 2016		

Dear Susan K. Peterson:

I am an attorney representing the above listed Lender, who holds the loan and lien described above. You are hereby notified that the above referenced Promissory Note has matured with an outstanding balance due, which is a default under the above referenced Promissory Note and Security Instrument(s). Because of late charges, interest, or attorney's fees, the amount due on the day you pay may be greater. **Please contact this office or Lender for the correct payment information before sending payment.**

You are notified that if the Amount Due is not paid on or before the Due Date referenced above, Lender will apply any matured or default interest rate authorized by the Note and take the steps necessary to foreclose the lien under the terms of the loan and in accord with applicable law. Lender's exercise of such rights will not constitute a waiver of any other rights or remedies. If payment(s) are made in amount(s) less than the Amount Due, Lender will accept and apply said payments to the account balance, however, the remainder of the debt will remain matured and Lender will proceed with foreclosure.

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

Unless, within thirty days after your receipt of this notice, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid. If, within that thirty-day period, you notify us in writing that the debt or any portion thereof is disputed, we will obtain verification of the debt or a copy of a judgment, if any, and we will mail to you a copy of such verification and judgment. If the original creditor is different from the creditor named above, then upon your written request within that same thirty-day period we will provide you with the name and address of the original creditor. This thirty-day period does not alter, waive, or affect the deadline for payment set forth above. If you request verification of the debt or the name and address of the original lienholder within the thirty-day period, we will cease collection activities until the requested information has been mailed to you.

THIS FIRM IS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Respectfully,

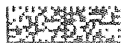
Dylan Schultz, Attorney at Law

cc: Internal Revenue Service 9214 8901 9403 8360 7196 68

cc: Fullenweider Wilhite, P.C. 9214 8901 9403 8360 7197 05


1 Susan K. Peterson
Acct. No: 160797HK2

Bellamy, Schultz & Rusler, PLLC
7200 North Mopac Expressway
Suite 310
Austin, TX 78731

NEOPOST FIRST-CLASS MAIL
12/03/2021
US POSTAGE \$000.53⁰
 ZIP 78731
041M11458551


SUSAN K PETERSON
100 PAUL REVERE DR
HOUSTON TX 77024-6107

Bellamy, Schultz & Rusler, PLLC
7200 North Mopac Expressway
Suite 310
Austin, TX 78731

NEOPOST FIRST-CLASS MAIL
12/03/2021
US POSTAGE \$000.53⁰
 ZIP 78731
041M11458551

FULLENWEIDER WILHITE P C
C/O: DONN C FULLENWEIDER
STE 1400
4265 SAN FELIPE ST
HOUSTON TX 77027-2952

Bellamy, Schultz & Rusler, PLLC
7200 North Mopac Expressway
Suite 310
Austin, TX 78731

NEOPOST FIRST-CLASS MAIL
12/03/2021
US POSTAGE \$000.53⁰
 ZIP 78731
041M11458551

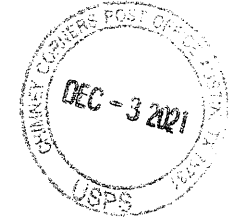
INTERNAL REVENUE SERVICE
ADVISORY CONSOLIDATED RECEIPTS
STOP 2850F
7940 KENTUCKY DR
FLORENCE KY 41042-2915



Name and Address of Sender
 STAVROS, RUSLER, BELLAMY & SCHULTZ, PLLC
 7200 N MOPAC STE 310
 AUSTIN TX 78731

- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

Affix Stamp Here
 (for additional copies of this receipt).
 Postmark with Date of Receipt.



USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee	
1. 9214 8901 9403 8360 7196 44	SUSAN K PETERSON 100 PAUL REVERE DR HOUSTON TX 77024-6107	0.53	3.75	Handling Charge - if Registered and over \$50,000 in value							1.85				
2. 9214 8901 9403 8360 7196 68	INTERNAL REVENUE SERVICE ADVISORY CONSOLIDATED RECEIPTS STOP 2850F 7940 KENTUCKY DR FLORENCE KY 41042-2915	0.53	3.75									1.85			
3. 9214 8901 9403 8360 7197 05	FULLENWEIDER WILHITE P C C/O: DONN C. FULLENWEIDER STE 1400 4265 SAN FELIPE ST HOUSTON TX 77027-2952	0.53	3.75						Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling

Total Number of Pieces Listed by Sender: 3
 Total Number of Pieces Received at Post Office: 3

Postmaster, Per (Name of receiving employee)

160797HK2 - Notice of Maturity



December 5, 2022

Dear Dylan Schultz:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 9403 8360 7196 44.


Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	December 6, 2021, 3:59 pm
Location:	HOUSTON, TX 77024
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	SUSAN K PETERSON

Shipment Details

Weight:	1.0oz
----------------	-------

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Tracking Number:

[Remove X](#)

9214890194038360719644

[Copy](#) [Add to Informed Delivery](#)
(<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 3:59 pm on December 6, 2021 in HOUSTON, TX 77024.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

HOUSTON, TX 77024

December 6, 2021, 3:59 pm

Departed USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER

December 6, 2021, 1:39 am

Arrived at USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER

December 4, 2021, 9:25 am

Pre-Shipment Info Sent to USPS, USPS Awaiting Item

December 3, 2021

Hide Tracking History

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less

Track Another Package

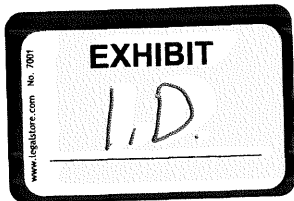
Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

Feedback



Bellamy, Schultz & Rusler, PLLC
Attorneys at Law

Dylan Schultz
7200 North MoPac Expressway, Suite 310
Austin, Texas 78731

(512) 346-6011
Fax: (512) 346-6005
Dylan@SRBSLaw.com

December 28, 2022

Susan K. Peterson
100 Paul Revere Dr.
Houston, TX 77024

CERTIFIED MAIL/RRR
No. 9214 8901 9403 8362 5263 18
AND FIRST-CLASS MAIL

Internal Revenue Service
Advisory Consolidated Receipts
7940 Kentucky Drive
Stop 2850F
Florence, KY 41042

CERTIFIED MAIL/RRR
No. 9214 8901 9403 8362 5263 32
AND FIRST-CLASS MAIL

Fullenweider Wilhite, P.C.
c/o Donn C Fullenweider
4265 San Felipe, Suite 1400
Houston, TX 77027

CERTIFIED MAIL/RRR
No. 9214 8901 9403 8362 5264 00
AND FIRST-CLASS MAIL

RE: NOTICE OF SUBSTITUTE TRUSTEE'S SALE ON FEBRUARY 1, 2022

To Whom it May Concern,

My firm has been employed by Hunter-Kelsey II, LLC in the above referenced matter. Brian S. Bellamy, Dylan Schultz and Lindsey Rusler, any to act, have been appointed the Substitute Trustee to conduct the Foreclosure Sale of the property encumbered by the deed of trust as referenced in the attached Notice of Substitute Trustee's Sale. Notice is hereby given that before the sale, Hunter-Kelsey II, LLC or its attorney, may appoint another person as substitute trustee to conduct the sale.

I am enclosing a copy of the Notice of Substitute Trustee's Sale, which is being posted on the public notice board of Harris County, Texas and in accordance with the provisions of the Deed of Trust. You are informed that the public auction of the property described in the notice is scheduled for Tuesday, February 1, 2022, between the hours of 10:00 a.m. and 4:00 p.m. at the following location: Bayou City Event Center, 9401 Knight Road, Houston, TX 77045 or as otherwise designated by the County Commissioners.

THE FORECLOSURE IS SCHEDULED TO OCCUR ON FEBRUARY 1, 2022.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a

Susan K. Peterson
Acct.: 160797HK2

member of a reserve component of the armed forces of the United States, please send written notice of the active-duty military service to the sender of this notice immediately.

If you are a debtor in a Bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (Title 11 of the United States Bankruptcy Code) (the "Code"), this letter is merely intended to be written notice of the lender's intent to exercise its in rem rights against the subject property and formal notice in compliance with state law. In that event, this letter is not an act to collect, assess or recover a claim against you, nor is this letter intended to violate any provisions of the Code. Any and all claims that our client asserts against you (if any) will be properly asserted in compliance with the Code in your Bankruptcy proceeding.

FAIR DEBT COLLECTION ACT NOTICE

THIS LETTER IS A COMMUNICATION FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS LETTER IS BEING SENT TO YOUR ATTENTION IN ACCORDANCE WITH FEDERAL LAW.

If you have any questions, please contact me.

Very Truly Yours,

/s/ Dylan Schultz_____

Dylan Schultz

Enclosure: Copy of Notice of Substitute Trustee's Sale

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

NOTICE OF FORECLOSURE SCHEDULED ON FEBRUARY 1, 2022.

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

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

1. Property To Be Sold. The property to be sold is described as follows:

Legal Description: Lot 38, Block 4, Replat and Extension of Westmont, according to the map or plat thereof, recorded in Volume 77, Page 1, Map Records, Harris County, Texas.

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: February 1, 2022

Time: The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 p.m.

Place: Bayou City Event Center, 9401 Knight Road, Houston, TX 77045, or as otherwise designated by the County Commissioners.

The deed of trust/contract for foreclosure permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or re-filing may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

Susan K. Peterson
Acct.: 160797HK2

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property, Code, the Trustee or any Substitute Trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Trustee or any Substitute Trustee.

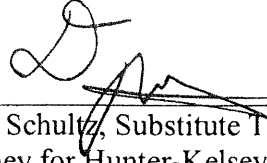
4. Type of Sale. The sale is a foreclosure sale pursuant to Section 51.002, Texas Property Code and the power of sale granted by the deed of trust/contract for foreclosure executed by Susan K. Peterson. The deed of trust is dated July 25, 2016 and is recorded in the office of the County Clerk of Harris County, Texas, under Clerk's Document No. RP-2016-332736 in the Official Public Records of Harris County, Texas.

5. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to (1) the promissory note in the original principal amount of \$117,000.00 executed by Susan K. Peterson, payable to the order of Hunter-Kelsey II, LLC; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Susan K. Peterson to Hunter-Kelsey II, LLC. Hunter-Kelsey II, LLC's address is **7200 N. MoPac Expy., Ste. 120, Austin, TX 78731. Hunter-Kelsey II, LLC is the current owner and holder of the Obligations and is the beneficiary under said Deed of Trust.**

Questions concerning the sale may be directed to the counsel for the beneficiary: Dylan Schultz with address of 7200 N MoPac Expy., Suite 310, Austin, Texas, 78731, phone number of 512-346-6011 and e-mail address of Dylan@SRBSLaw.com.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested Brian S. Bellamy, Dylan Schultz and Lindsey Rusler (7200 N MoPac Expy., Suite 310, Austin, Texas, 78731), and JIM MILLS, SUSAN MILLS, GEORGE HAWTHORNE, ED HENDERSON, REX KESLER, DOUG MALLOY, ALEXANDRA HOLUB, MARLENE ZOGRAFOS (P.O. Box 9932, Austin, TX 78766), any to act as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: December 28, 2022.



Dylan Schultz, Substitute Trustee and
Attorney for Hunter-Kelsey II, LLC
Texas Bar No. 24103529
Bellamy, Rusler & Schultz, PLLC
7200 N MoPac Expy., Suite 310
Austin, Texas 78731
(512) 346-6011
(512) 346-6005 (Facsimile)
Dylan@SRBSLaw.com

Susan K. Peterson
Acct.: 160797HK2

BELLAMY, SCHULTZ, & RUSLER, PLLC
7200 NORTH MOPAC EXPRESSWAY
SUITE 310
AUSTIN, TX 78731

NEOPOST FIRST-CLASS MAIL
12/28/2021
US POSTAGE \$000.53⁰⁰



FULLENWEIDER WILHITE P C
C/O: DONN C FULLENWEIDER
STE 1400
4265 SAN FELIPE ST
HOUSTON TX 77027-2952

BELLAMY, SCHULTZ, & RUSLER, PLLC
7200 NORTH MOPAC EXPRESSWAY
SUITE 310
AUSTIN, TX 78731

NEOPOST FIRST-CLASS MAIL
12/28/2021
US POSTAGE \$000.53⁰⁰



SUSAN K PETERSON
100 PAUL REVERE DR
HOUSTON TX 77024-6107

BELLAMY, SCHULTZ, & RUSLER, PLLC
7200 NORTH MOPAC EXPRESSWAY
SUITE 310
AUSTIN, TX 78731

NEOPOST FIRST-CLASS MAIL
12/28/2021
US POSTAGE \$000.53⁰⁰



INTERNAL REVENUE SERVICE
ADVISORY CONSOLIDATED RECEIPTS
STOP 2850F
7940 KENTUCKY DR
FLORENCE KY 41042-2915

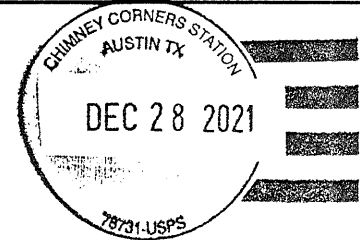


Firm Mailing Book For Accountable Mail

Name and Address of Sender
 STAVROS, RUSLER, BELLAMY & SCHULTZ, PLLC
 7200 N MOPAC STE 310
 AUSTIN TX 78731

- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

Affix Stamp Here
 (for additional copies of this receipt).
 Postmark with Date of Receipt.



USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee	
1. 9214 8901 9403 8362 5263 18	SUSAN K PETERSON 100 PAUL REVERE DR HOUSTON TX 77024-6107	0.73	3.75	Handling Charge - if Registered and over \$50,000 in value							1.85				
2. 9214 8901 9403 8362 5263 32	INTERNAL REVENUE SERVICE ADVISORY CONSOLIDATED RECEIPTS STOP 2850F 7940 KENTUCKY DR FLORENCE KY 41042-2915	0.73	3.75									1.85			
3. 9214 8901 9403 8362 5264 00	FULLENWEIDER WILHITE P C C/O DONN C. FULLENWEIDER STE 1400 4265 SAN FELIPE ST HOUSTON TX 77027-2952	0.73	3.75						Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	1.85	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery
														Special Handling	

Total Number of Pieces Listed by Sender: 3
 Total Number of Pieces Received at Post Office: 3

Postmaster, Per (Name of receiving employee)

160797 HK2 Notice of Sale



December 5, 2022

Dear Dylan Schultz:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 9403 8362 5263 18.

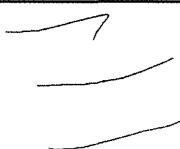
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	December 30, 2021, 2:40 pm
Location:	HOUSTON, TX 77024
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	SUSAN K PETERSON

Shipment Details

Weight:	2.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

USPS Tracking®

FAQs >

Tracking Number:

Remove X

9214890194038362526318

Copy Add to Informed Delivery

(<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 2:40 pm on December 30, 2021 in HOUSTON, TX 77024.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

HOUSTON, TX 77024

December 30, 2021, 2:40 pm

Departed USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER

December 30, 2021, 4:15 am

Arrived at USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER

December 29, 2021, 9:34 am

Departed USPS Regional Facility

AUSTIN TX DISTRIBUTION CENTER

December 28, 2021, 10:29 pm

Arrived at USPS Regional Origin Facility

AUSTIN TX DISTRIBUTION CENTER

December 28, 2021, 9:45 pm

- **USPS in possession of item**
AUSTIN, TX 78731
December 28, 2021, 4:57 pm
- **Pre-Shipment Info Sent to USPS, USPS Awaiting Item**
December 28, 2021
- **Hide Tracking History**

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less ^

Feedback

Track Another Package

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

NOTICE OF FORECLOSURE SCHEDULED ON FEBRUARY 1, 2022.

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1. **Property To Be Sold.** The property to be sold is described as follows:

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2. **Date, Time, and Place of Sale.** The sale is scheduled to be held at the following date, time, and place:

Date: February 1, 2022

Time: The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 p.m.

Place: Bayou City Event Center, 9401 Knight Road, Houston, TX 77045, or as otherwise designated by the County Commissioners.

The deed of trust/contract for foreclosure permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or re-filing may be after the date originally scheduled for this sale.

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Susan K. Peterson
Acct.: 160797HK2

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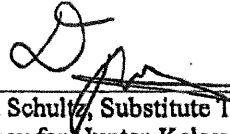
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Questions concerning the sale may be directed to the counsel for the beneficiary: Dylan Schultz with address of 7200 N MoPac Expy., Suite 310, Austin, Texas, 78731, phone number of 512-346-6011 and e-mail address of Dylan@SRBSLaw.com.

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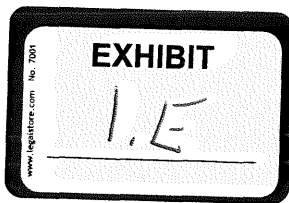
Susan K. Peterson
Acct.: 160797HK2

DATED: December 28, 2022.



Dylan Schultz, Substitute Trustee and
Attorney for Hunter-Kelsey II, LLC
Texas Bar No. 24103529
Bellamy, Rusler & Schultz, PLLC
7200 N MoPac Expy., Suite 310
Austin, Texas 78731
(512) 346-6011
(512) 346-6005 (Facsimile)
Dylan@SRBSLaw.com

Susan K. Peterson
Acct.: 160797HK2



PAYMENT PLAN AGREEMENT

This Payment Plan Agreement (“Agreement”) is made by and between Hunter-Kelsey II, LLC (“Lender”) and Susan K. Peterson (“Borrower”), collectively referred to as the “Parties”, who hereby agree as follows:

- 1) **Factual Recitals:** Borrower took out a commercial real estate loan with Lender referred to as Account No. 160797HK2 by signing a Promissory Note dated July 25, 2016. Repayment of the Promissory Note is secured by the real property located at 9302 Highmeadow Drive, Houston, Texas 77024 (“Subject Property”), evidenced by the Deed of Trust recorded as Doc./Inst. No(s), RP-2016-332736 in the Official Public Records of Harris County, Texas. This Forbearance Agreement does not replace or refinance the Promissory Note or the Deed of Trust. The Promissory Note matured July 25, 2021, and the statute of limitations will run 4 years from then. Lender sent Borrower a Notice of Maturity Dated December 3, 2021, demanding full payment of said loan by the due date of December 24, 2021. The loan balance due at that time was \$133,365.52. Borrower did not pay off said loan by said due date. Since then, the loan balance has increased. Maturity of the Promissory Note triggered Lender’s right to foreclose the Subject Property by the terms and conditions outlined in the Deed of Trust. Lender issued Borrower a Notice of Substitute Trustee’s Sale dated December 28, 2021, stating that the Subject Property is scheduled for foreclosure sale on February 1, 2022. Lender posted said Notice of Substitute Trustee’s Sale at the Harris County Courthouse and recorded same as FRCL-2021-5474 with the County Clerk in Harris County, Texas.
- 2) **Purpose:** The purpose of this Agreement is to postpone said foreclosure sale to provide time for Borrower to pay the Lender off in full.
- 3) **Payment and Forbearance Terms:** Borrower will make a payment to Lender of \$7,500.00 on or before 5:00 p.m. Central Time on Tuesday, January 25, 2022. Only if Borrower makes said payment will Lender cancel said February 1, 2022 foreclosure sale. Borrower shall make payments thereafter of \$2,500.00 on the 25th day of each subsequent month, the last of such payments due on June 25, 2022. The Borrower must payoff the entire remaining balance of said loan on or before July 10, 2022. Lender maintains the right to reschedule said foreclosure sale and foreclose the Subject Property on August 2, 2022, or any time thereafter, and to do all things required by law to proceed with foreclosure sale on August 2, 2022, or any time thereafter. Said payments will apply to the account balance in accord with the provisions for application of payments in the Promissory Note. Any other violation of the terms of the Promissory Note or Deed of Trust shall be a separate default and can result in foreclosure, even if Borrower maintains the above referenced payment schedule.

- 4) **Additional Terms of Forbearance Agreement.** The Parties admit that the Factual Recitals above are true, correct and accurate. Borrower warrants, concedes, and admits for evidentiary purposes that the Promissory Note and Deed of Trust are valid and enforceable, and are not subject to any rights of offset, rescission, or other claims.
- 5) **Amendments.** This Agreement may be modified only in writing, signed by Lender and Borrower. The laws of Texas govern this Agreement. If any portion of a provision of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction will be applied against the Parties. This Agreement is the only and entire agreement between the Parties pertaining to forbearing foreclosure of the Subject Property.
- 6) **Enforcement.** This Agreement is not enforceable until both Parties sign below. This Agreement can be signed in parts and/or electronically signed by Borrower(s). Photocopies or scanned copies of a signature will have the same force and effect as an original signature.

By signing below, I agree to be bound by the above terms of this Agreement.

Dated this 12th day of January, 20 22

Susan K Peterson

By: Susan Peterson

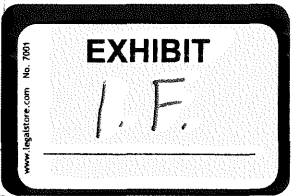
Dated this 13th day of January, 20 22

Hunter-Kelsey II, LLC

Justin Long
By Justin Long
Director of Default Management

BORROWER STATEMENT OF ACCOUNT

COMPANY
 Hunter-Kelsey of Texas, LLC (Hunter-Kelsey II, LLC)
 7200 N Mopac Expy
 Ste 120
 Austin TX 78731
 (866) 456-3839



ACCOUNT NO. 160797HK2
STATEMENT DATE 12/5/2022

STATEMENT SUMMARY

Statement Period	All Dates
Principal Balance	\$120,824.26
Reserve Balance	\$0.00
Impound Balance	\$0.00
Unpaid Late Charges	\$0.00
Unpaid Charges	\$1,740.82
Unpaid Interest	\$11,357.08
Regular Payment	\$1,446.43
Note Rate	17.989%
Interest Paid in 2022	\$6,879.52
Property:	9302 Highmeadow Dr Houston TX 77024

BORROWER
 Susan Peterson
 100 Paul Revere Dr
 Houston TX 77024

Please advise us immediately of any discrepancies in the transactions or investment activity on your statement of account or if you contemplate changing your address. When making inquiries by telephone or in writing please give your account number. We urge you to keep this statement with your investment records.

ACCOUNT ACTIVITY											
Transaction Date	Pmt Due Date	Reference	Description	Transaction Amount	Interest	Distribution				Principal Balance	
						Principal	Late Chgs	Other	Trust		
7/28/2016		CREL	Balance Forward								\$0.00
			Funds Advanced	(\$117,000.00)	\$0.00	(\$117,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$117,000.00
8/25/2016	8/25/2016	0032224	Payment - Thank You	\$1,446.43	\$1,247.57	\$198.86	\$0.00	\$0.00	\$0.00	\$0.00	\$116,801.14
9/26/2016	9/25/2016	0033042	Payment - Thank You	\$1,446.43	\$1,423.37	\$23.06	\$0.00	\$0.00	\$0.00	\$0.00	\$116,778.08
10/25/2016	10/25/2016	0033879	Payment - Thank You	\$1,446.43	\$1,289.68	\$156.75	\$0.00	\$0.00	\$0.00	\$0.00	\$116,621.33
11/25/2016	11/25/2016	0034808	Payment - Thank You	\$1,446.43	\$1,376.77	\$69.66	\$0.00	\$0.00	\$0.00	\$0.00	\$116,551.67
12/27/2016	12/25/2016	0035705	Payment - Thank You	\$1,446.43	\$1,420.33	\$26.10	\$0.00	\$0.00	\$0.00	\$0.00	\$116,525.57
1/25/2017	1/25/2017	0036613	Payment - Thank You	\$1,446.43	\$1,286.89	\$159.54	\$0.00	\$0.00	\$0.00	\$0.00	\$116,366.03
2/27/2017	2/25/2017	0037603	Payment - Thank You	\$1,446.43	\$1,446.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$116,366.03
3/27/2017	3/25/2017	0038571	Payment - Thank You	\$1,446.43	\$1,256.77	\$189.66	\$0.00	\$0.00	\$0.00	\$0.00	\$116,176.37
4/25/2017	4/25/2017	0039536	Payment - Thank You	\$1,446.43	\$1,283.03	\$163.40	\$0.00	\$0.00	\$0.00	\$0.00	\$116,012.97
5/25/2017	5/25/2017	0040560	Payment - Thank You	\$1,446.43	\$1,325.41	\$121.02	\$0.00	\$0.00	\$0.00	\$0.00	\$115,891.95
6/26/2017	6/25/2017	0041623	Payment - Thank You	\$1,446.43	\$1,412.29	\$34.14	\$0.00	\$0.00	\$0.00	\$0.00	\$115,857.81
7/25/2017	7/25/2017	0042635	Payment - Thank You	\$1,446.43	\$1,279.51	\$166.92	\$0.00	\$0.00	\$0.00	\$0.00	\$115,690.89
8/25/2017	8/25/2017	0043679	Payment - Thank You	\$1,446.43	\$1,365.79	\$80.64	\$0.00	\$0.00	\$0.00	\$0.00	\$115,610.25
9/25/2017	9/25/2017	0044575	Payment - Thank You	\$1,446.43	\$1,364.83	\$81.60	\$0.00	\$0.00	\$0.00	\$0.00	\$115,528.65
9/27/2017		0044575	NSF	(\$1,446.43)	(\$1,364.83)	(\$81.60)	\$0.00	\$0.00	\$0.00	\$0.00	\$115,610.25
9/27/2017		NSF	NSF Payment Charge	(\$30.00)	\$0.00	\$0.00	\$0.00	(\$30.00)	\$0.00	\$0.00	\$115,610.25
10/25/2017	9/25/2017	0045448	Payment - Thank You	\$1,446.43	\$1,446.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115,610.25
10/25/2017		0045448	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$0.00	\$115,610.25
10/27/2017		0045448	NSF	(\$1,446.43)	(\$1,446.43)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115,610.25
10/27/2017		0045448	Late Charge	\$72.32	\$0.00	\$0.00	\$72.32	\$0.00	\$0.00	\$0.00	\$115,610.25
10/27/2017		NSF	NSF Payment Charge	(\$30.00)	\$0.00	\$0.00	\$0.00	(\$30.00)	\$0.00	\$0.00	\$115,610.25
11/27/2017	9/25/2017	0046398	Payment - Thank You	\$1,446.43	\$1,446.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115,610.25
11/27/2017		0046398	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$0.00	\$115,610.25
12/26/2017	10/25/2017	0047177	Payment - Thank You	\$1,446.43	\$1,446.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115,610.25
12/26/2017		0047177	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$0.00	\$115,610.25
12/28/2017		0047177	NSF	(\$1,446.43)	(\$1,446.43)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115,610.25
12/28/2017		0047177	Late Charge	\$72.32	\$0.00	\$0.00	\$72.32	\$0.00	\$0.00	\$0.00	\$115,610.25
12/28/2017		NSF	NSF Payment Charge	(\$30.00)	\$0.00	\$0.00	\$0.00	(\$30.00)	\$0.00	\$0.00	\$115,610.25
1/25/2018	10/25/2017	0048005	Payment - Thank You	\$1,446.43	\$1,446.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115,610.25
1/25/2018		0048005	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$0.00	\$115,610.25
1/29/2018		0048005	NSF	(\$1,446.43)	(\$1,446.43)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115,610.25
1/29/2018		0048005	Late Charge	\$72.32	\$0.00	\$0.00	\$72.32	\$0.00	\$0.00	\$0.00	\$115,610.25
1/29/2018		NSF	NSF Payment Charge	(\$30.00)	\$0.00	\$0.00	\$0.00	(\$30.00)	\$0.00	\$0.00	\$115,610.25
5/1/2018		ATTY	SKL Apr 2018 billing	(\$30.00)	\$0.00	\$0.00	\$0.00	(\$30.00)	\$0.00	\$0.00	\$115,610.25
6/1/2018		ATTY	SKL May 2018 billing	(\$60.00)	\$0.00	\$0.00	\$0.00	(\$60.00)	\$0.00	\$0.00	\$115,610.25
7/1/2018		TTL	SKL title search - Premier	(\$65.00)	\$0.00	\$0.00	\$0.00	(\$65.00)	\$0.00	\$0.00	\$115,610.25
7/1/2018		ATTY	SKL Jun 2018 billing	(\$217.14)	\$0.00	\$0.00	\$0.00	(\$217.14)	\$0.00	\$0.00	\$115,610.25

ACCOUNT ACTIVITY

Transaction Date	Pmt Due Date	Reference	Description	Transaction Amount	Distribution					Principal Balance
					Interest	Principal	Late Chgs	Other	Trust	
8/1/2018		ATTY	SKL Jul 2018 billing	(\$222.14)	\$0.00	\$0.00	\$0.00	(\$222.14)	\$0.00	\$115,610.25
8/9/2018		OTHER	Recording fee - Appt of Substitute	(\$24.26)	\$0.00	\$0.00	\$0.00	(\$24.26)	\$0.00	\$115,610.25
8/27/2018		EFT1435	Payment - Other	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$115,610.25
8/31/2018	10/25/2017	WIRE	Payment - Thank You	\$2,120.00	\$1,736.82	\$0.00	\$144.64	\$238.54	\$0.00	\$115,610.25
8/31/2018		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
8/31/2018	11/25/2017	WIRE	Payment - Thank You	\$1,520.00	\$1,447.68	\$0.00	\$72.32	\$0.00	\$0.00	\$115,610.25
8/31/2018		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
8/31/2018	12/25/2017	WIRE	Payment - Thank You	\$1,520.00	\$1,447.68	\$0.00	\$72.32	\$0.00	\$0.00	\$115,610.25
8/31/2018		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
8/31/2018	1/25/2018	WIRE	Payment - Thank You	\$1,520.00	\$1,447.68	\$0.00	\$72.32	\$0.00	\$0.00	\$115,610.25
8/31/2018		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
8/31/2018	2/25/2018	WIRE	Payment - Thank You	\$1,520.00	\$1,447.68	\$0.00	\$72.32	\$0.00	\$0.00	\$115,610.25
8/31/2018		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
9/1/2018		TTL	SKL title search - Premier	(\$25.00)	\$0.00	\$0.00	\$0.00	(\$25.00)	\$0.00	\$115,610.25
9/1/2018		ATTY	SKL Aug 2018 billing	(\$609.64)	\$0.00	\$0.00	\$0.00	(\$609.64)	\$0.00	\$115,610.25
10/1/2018		ATTY	SKL Sep 2018 billing	(\$10.00)	\$0.00	\$0.00	\$0.00	(\$10.00)	\$0.00	\$115,610.25
10/3/2018	3/25/2018	EFT1435	Payment - Thank You	\$1,518.75	\$1,446.43	\$0.00	\$72.32	\$0.00	\$0.00	\$115,610.25
10/3/2018		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
10/3/2018		EFT1435	Payment - Other	\$634.64	\$0.00	\$0.00	\$0.00	\$634.64	\$0.00	\$115,610.25
10/3/2018		EFT1435	Payment - Other	\$1,346.61	\$0.00	\$0.00	\$0.00	\$0.00	\$1,346.61	\$115,610.25
11/1/2018		ATTY	SKL Oct 2018 billing	(\$5.00)	\$0.00	\$0.00	\$0.00	(\$5.00)	\$0.00	\$115,610.25
11/15/2018	4/25/2018	EFT1435	Payment - Thank You	\$1,528.75	\$1,446.43	\$0.00	\$72.32	\$10.00	\$0.00	\$115,610.25
11/15/2018		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
11/15/2018	5/25/2018	EFT1435	Payment - Thank You	\$1,518.75	\$1,446.43	\$0.00	\$72.32	\$0.00	\$0.00	\$115,610.25
11/15/2018		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
11/15/2018	6/25/2018	EFT1435	Payment - Thank You	\$452.50	\$1,446.43	\$0.00	\$72.32	\$0.00	(\$1,066.25)	\$115,610.25
11/15/2018		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
12/1/2018		ATTY	SKL Nov 2018 billing	(\$20.00)	\$0.00	\$0.00	\$0.00	(\$20.00)	\$0.00	\$115,610.25
1/1/2019		ATTY	SKL Dec 2018 billing	(\$55.00)	\$0.00	\$0.00	\$0.00	(\$55.00)	\$0.00	\$115,610.25
2/1/2019		ATTY	SKL Jan 2019 billing	(\$512.42)	\$0.00	\$0.00	\$0.00	(\$512.42)	\$0.00	\$115,610.25
2/1/2019		TTL	SKL title search - Premier	(\$25.00)	\$0.00	\$0.00	\$0.00	(\$25.00)	\$0.00	\$115,610.25
2/4/2019	7/25/2018	WIRE	Payment - Thank You	\$1,598.75	\$1,446.43	\$0.00	\$72.32	\$80.00	\$0.00	\$115,610.25
2/4/2019		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
2/4/2019	8/25/2018	WIRE	Payment - Thank You	\$1,518.75	\$1,446.43	\$0.00	\$72.32	\$0.00	\$0.00	\$115,610.25
2/4/2019		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
2/4/2019	9/25/2018	WIRE	Payment - Thank You	\$1,518.75	\$1,446.43	\$0.00	\$72.32	\$0.00	\$0.00	\$115,610.25
2/4/2019		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
2/4/2019	10/25/2018	WIRE	Payment - Thank You	\$1,518.75	\$1,446.43	\$0.00	\$72.32	\$0.00	\$0.00	\$115,610.25
2/4/2019		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
2/4/2019	11/25/2018	WIRE	Payment - Thank You	\$1,345.00	\$1,446.43	\$0.00	\$72.32	\$0.00	(\$173.75)	\$115,610.25
2/4/2019		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
2/26/2019	12/25/2018	EFT1435	Payment - Thank You	\$1,543.75	\$1,446.43	\$0.00	\$72.32	\$25.00	\$0.00	\$115,610.25
2/26/2019		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
2/26/2019		EFT1435	Payment - Other	\$956.25	\$0.00	\$0.00	\$0.00	\$0.00	\$956.25	\$115,610.25
3/1/2019		ATTY	SKL Feb 2019 billing	(\$50.00)	\$0.00	\$0.00	\$0.00	(\$50.00)	\$0.00	\$115,610.25
4/1/2019		ATTY	SKL Mar 2019 billing	(\$5.00)	\$0.00	\$0.00	\$0.00	(\$5.00)	\$0.00	\$115,610.25
4/3/2019	1/25/2019	EFT1435	Payment - Thank You	\$2,031.17	\$1,396.43	\$0.00	\$72.32	\$562.42	\$0.00	\$115,610.25
4/3/2019		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,610.25
4/3/2019	2/25/2019	EFT1435	Payment - Thank You	\$468.83	\$965.08	\$494.29	\$72.32	\$0.00	(\$1,062.86)	\$115,115.96
4/3/2019		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$115,115.96
5/1/2019		ATTY	SKL Apr 2019 billing	(\$55.00)	\$0.00	\$0.00	\$0.00	(\$55.00)	\$0.00	\$115,115.96
5/2/2019	3/25/2019	EFT1435	Payment - Thank You	\$1,500.00	\$1,271.32	\$151.36	\$72.32	\$5.00	\$0.00	\$114,964.60
5/2/2019		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$114,964.60
5/2/2019	4/25/2019	EFT1435	Payment - Thank You	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$113,464.60
9/16/2019	5/25/2019	EFT2169	Payment - Thank You	\$1,573.75	\$1,446.43	\$0.00	\$72.32	\$55.00	\$0.00	\$113,464.60
9/16/2019		EFT2169	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$113,464.60
9/16/2019	6/25/2019	EFT2169	Payment - Thank You	\$1,463.12	\$1,390.80	\$0.00	\$72.32	\$0.00	\$0.00	\$113,464.60
9/16/2019		EFT2169	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$113,464.60
9/16/2019	7/25/2019	EFT2169	Payment - Thank You	\$1,463.13	\$1,390.81	\$0.00	\$72.32	\$0.00	\$0.00	\$113,464.60
9/16/2019		EFT2169	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$113,464.60
11/15/2019	8/25/2019	EFT1435	Payment - Thank You	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$113,464.60

ACCOUNT ACTIVITY

Transaction Date	Pmt Due Date	Reference	Description	Transaction Amount	Interest	Distribution				Principal Balance
						Principal	Late Chgs	Other	Trust	
11/15/2019		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$113,464.60
12/13/2019		FP INSUR	Insurmark, inv #226778	(\$311.94)	\$0.00	\$0.00	\$0.00	(\$311.94)	\$0.00	\$113,464.60
12/23/2019	9/25/2019	EFT1435	Payment - Thank You	\$1,499.67	\$1,043.09	\$0.00	\$144.64	\$311.94	\$0.00	\$113,464.60
12/23/2019		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$113,464.60
12/23/2019	10/25/2019	EFT1435	Payment - Thank You	\$1,499.67	\$1,427.35	\$0.00	\$72.32	\$0.00	\$0.00	\$113,464.60
12/23/2019		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$113,464.60
12/23/2019	11/25/2019	EFT1435	Payment - Thank You	\$1,499.66	\$1,427.34	\$0.00	\$72.32	\$0.00	\$0.00	\$113,464.60
12/23/2019		EFT1435	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$113,464.60
12/23/2019			Funds Advanced	\$113,464.60	\$0.00	\$113,464.60	\$0.00	\$0.00	\$0.00	\$0.00
12/23/2019			Funds Advanced	(\$113,464.60)	\$0.00	(\$113,464.60)	\$0.00	\$0.00	\$0.00	\$113,464.60
1/10/2020		FP INSUR	Insurmark, inv #227300	(\$130.67)	\$0.00	\$0.00	\$0.00	(\$130.67)	\$0.00	\$113,464.60
2/11/2020		FP INSUR	Insurmark, inv #227832	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$113,464.60
3/9/2020		FP INSUR	Insurmark, inv #228369	(\$122.24)	\$0.00	\$0.00	\$0.00	(\$122.24)	\$0.00	\$113,464.60
4/8/2020		FP INSUR	Insurmark, inv #228905	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$113,464.60
5/11/2020		FP INSUR	Insurmark, inv #229437	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$113,464.60
6/5/2020		ATTY	SKL May 2020 billing	(\$289.00)	\$0.00	\$0.00	\$0.00	(\$289.00)	\$0.00	\$113,464.60
6/8/2020		FP INSUR	Insurmark, inv #229977	(\$130.67)	\$0.00	\$0.00	\$0.00	(\$130.67)	\$0.00	\$113,464.60
7/8/2020		FP INSUR	Insurmark, inv #230513	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$113,464.60
8/6/2020		ATTY	SKL July 2020 billing	(\$200.00)	\$0.00	\$0.00	\$0.00	(\$200.00)	\$0.00	\$113,464.60
8/10/2020		FP INSUR	Insurmark, inv #231052	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$113,464.60
9/9/2020		FP INSUR	Insurmark, inv #231606	(\$130.67)	\$0.00	\$0.00	\$0.00	(\$130.67)	\$0.00	\$113,464.60
10/12/2020		FP INSUR	Insurmark, inv #232160	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$113,464.60
11/11/2020		FP INSUR	Insurmark, inv #233253	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$113,464.60
12/8/2020		FP INSUR	Insurmark, inv #233805	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$113,464.60
1/12/2021		FP INSUR	Insurmark, inv #234360	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$113,464.60
1/19/2021		EFT1703	Payment - Other	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$113,464.60
1/25/2021	12/25/2019	WIRE	Payment - Thank You	\$4,962.50	\$2,727.69	\$0.00	\$72.32	\$2,162.49	\$0.00	\$113,464.60
1/25/2021		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$113,464.60
1/25/2021	1/25/2020	WIRE	Payment - Thank You	\$1,518.75	\$1,446.43	\$0.00	\$72.32	\$0.00	\$0.00	\$113,464.60
1/25/2021		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$113,464.60
1/25/2021	2/25/2020	WIRE	Payment - Thank You	\$1,518.75	\$1,446.43	\$0.00	\$72.32	\$0.00	\$0.00	\$113,464.60
1/25/2021		WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$113,464.60
1/31/2021		ATTY	SKL January 2021 billing	(\$1,445.00)	\$0.00	\$0.00	\$0.00	(\$1,445.00)	\$0.00	\$113,464.60
2/8/2021		FP INSUR	Insurmark, inv #234915	(\$130.67)	\$0.00	\$0.00	\$0.00	(\$130.67)	\$0.00	\$113,464.60
3/25/2021		FP INSUR	Insurmark, inv #235469	(\$118.03)	\$0.00	\$0.00	\$0.00	(\$118.03)	\$0.00	\$113,464.60
3/31/2021		ATTY	SRBS Mar 2021 billing - credit for	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$113,464.60
4/12/2021		FP INSUR	Insurmark, inv #236022	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$113,464.60
4/30/2021		ATTY	SRBS April 2021 Billing	(\$45.00)	\$0.00	\$0.00	\$0.00	(\$45.00)	\$0.00	\$113,464.60
5/12/2021		FP INSUR	Insurmark, inv #236577	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$113,464.60
5/28/2021		FP TAXES	Funds Advanced	(\$7,359.66)	\$0.00	(\$7,359.66)	\$0.00	\$0.00	\$0.00	\$120,824.26
6/14/2021		FP INSUR	Insurmark, inv #237131	(\$130.67)	\$0.00	\$0.00	\$0.00	(\$130.67)	\$0.00	\$120,824.26
6/21/2021	3/25/2020	1205-WIRE	Payment - Thank You	\$10,000.00	\$1,446.43	\$0.00	\$72.32	\$1,876.51	\$6,604.74	\$120,824.26
6/21/2021		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
6/21/2021	4/25/2020	1205-WIRE	Payment - Thank You	\$0.00	\$1,446.43	\$0.00	\$72.32	\$0.00	(\$1,518.75)	\$120,824.26
6/21/2021		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
6/21/2021	5/25/2020	1205-WIRE	Payment - Thank You	\$0.00	\$1,446.43	\$0.00	\$72.32	\$0.00	(\$1,518.75)	\$120,824.26
6/21/2021		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
6/21/2021	6/25/2020	1205-WIRE	Payment - Thank You	\$0.00	\$1,446.43	\$0.00	\$72.32	\$0.00	(\$1,518.75)	\$120,824.26
6/21/2021		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
6/21/2021	7/25/2020	1205-WIRE	Payment - Thank You	\$0.00	\$1,446.43	\$0.00	\$72.32	\$0.00	(\$1,518.75)	\$120,824.26
6/21/2021		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
6/21/2021	8/25/2020	1205-WIRE	Payment - Thank You	\$0.00	\$1,957.42	\$0.00	\$72.32	\$0.00	(\$2,029.74)	\$120,824.26
6/21/2021		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
6/30/2021		ATTY	SRBS June 2021 Billing (Invoice #	(\$10.00)	\$0.00	\$0.00	\$0.00	(\$10.00)	\$0.00	\$120,824.26
7/25/2021		FP INSUR	Insurmark, inv #237685	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$120,824.26
7/27/2021	9/25/2020	1205-WIRE	Payment - Thank You	\$2,500.00	\$2,417.68	\$0.00	\$72.32	\$10.00	\$0.00	\$120,824.26
7/27/2021		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
7/28/2021	10/25/2020	1205-WIRE	Payment - Thank You	\$2,500.00	\$2,427.68	\$0.00	\$72.32	\$0.00	\$0.00	\$120,824.26
7/28/2021		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
8/10/2021		FP INSUR	Insurmark, inv #238231	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$120,824.26
9/8/2021	11/25/2020	1205-WIRE	Payment - Thank You	\$2,500.00	\$2,170.54	\$0.00	\$72.32	\$257.14	\$0.00	\$120,824.26

ACCOUNT ACTIVITY

Transaction Date	Pmt Due Date	Reference	Description	Transaction Amount	Distribution					Principal Balance
					Interest	Principal	Late Chgs	Other	Trust	
9/8/2021		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
9/13/2021		FP INSUR	Insurmark, inv #238772	(\$130.67)	\$0.00	\$0.00	\$0.00	(\$130.67)	\$0.00	\$120,824.26
9/30/2021		ATTY	SRBS September 2021 Billing	(\$10.00)	\$0.00	\$0.00	\$0.00	(\$10.00)	\$0.00	\$120,824.26
10/8/2021		FP INSUR	Insurmark, inv #239320	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$120,824.26
11/8/2021		FP INSUR	Insurmark, inv #239866	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$120,824.26
12/10/2021		FP INSUR	Insurmark, inv #240408	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$120,824.26
12/31/2021		ATTY	SRBS December 2021 Billing	(\$1,195.00)	\$0.00	\$0.00	\$0.00	(\$1,195.00)	\$0.00	\$120,824.26
1/14/2022		FP INSUR	Insurmark, inv #242152	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$120,824.26
1/19/2022	12/25/2020	1205-WIRE	Payment - Thank You	\$7,500.00	\$1,446.43	\$0.00	\$72.32	\$1,849.95	\$4,131.30	\$120,824.26
1/19/2022		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
1/19/2022	1/25/2021	1205-WIRE	Payment - Thank You	\$0.00	\$1,446.43	\$0.00	\$72.32	\$0.00	(\$1,518.75)	\$120,824.26
1/19/2022		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
1/19/2022	2/25/2021	1205-WIRE	Payment - Thank You	\$0.00	\$2,540.23	\$0.00	\$72.32	\$0.00	(\$2,612.55)	\$120,824.26
1/19/2022		1205-WIRE	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
1/31/2022		ATTY	BSR January 2022 Billing (Invoice	(\$272.50)	\$0.00	\$0.00	\$0.00	(\$272.50)	\$0.00	\$120,824.26
2/10/2022		FP INSUR	Insurmark, inv #242690	(\$130.67)	\$0.00	\$0.00	\$0.00	(\$130.67)	\$0.00	\$120,824.26
2/25/2022	3/25/2021	1205EFT 022	Payment - Thank You	\$0.00	\$1,446.43	\$0.00	\$72.32	\$403.17	(\$1,921.92)	\$120,824.26
2/25/2022		1205EFT 022	Late Charge	(\$72.32)	\$0.00	\$0.00	(\$72.32)	\$0.00	\$0.00	\$120,824.26
2/25/2022		PHONE SVC	Payment - Other	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$120,824.26
3/9/2022		FP INSUR	Insurmark, inv #243228	(\$118.03)	\$0.00	\$0.00	\$0.00	(\$118.03)	\$0.00	\$120,824.26
4/11/2022		FP INSUR	Insurmark, inv #243768	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$120,824.26
5/9/2022		FP INSUR	Insurmark, inv #244308	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$120,824.26
5/31/2022		ATTY	BSR May 2022 Billing (Invoice #	(\$1,299.88)	\$0.00	\$0.00	\$0.00	(\$1,299.88)	\$0.00	\$120,824.26
6/7/2022		FP INSUR	Insurmark, inv #244850	(\$130.67)	\$0.00	\$0.00	\$0.00	(\$130.67)	\$0.00	\$120,824.26
6/29/2022		PHONE SVC	Payment - Other	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$120,824.26
6/29/2022		1205EFT 062	Payment - Other	\$0.00	\$0.00	\$0.00	\$0.00	\$1,805.72	(\$1,805.72)	\$120,824.26
6/30/2022		ATTY	BSR June 2022 Billing (Invoice #	(\$85.00)	\$0.00	\$0.00	\$0.00	(\$85.00)	\$0.00	\$120,824.26
7/11/2022		FP INSUR	Insurmark, inv #245392	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$120,824.26
7/31/2022		ATTY	BSR July 2022 Billing (Invoice #	(\$99.07)	\$0.00	\$0.00	\$0.00	(\$99.07)	\$0.00	\$120,824.26
8/9/2022		FP INSUR	Insurmark, inv #245928	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$120,824.26
8/31/2022		ATTY	BSR August 2022 Billing (Invoice	(\$269.00)	\$0.00	\$0.00	\$0.00	(\$269.00)	\$0.00	\$120,824.26
9/9/2022		FP INSUR	Insurmark, inv #246465	(\$130.67)	\$0.00	\$0.00	\$0.00	(\$130.67)	\$0.00	\$120,824.26
9/30/2022		ATTY	BSR September 2022 Billing	(\$1,115.00)	\$0.00	\$0.00	\$0.00	(\$1,115.00)	\$0.00	\$120,824.26
10/11/2022		FP INSUR	Insurmark, inv #247003	(\$126.46)	\$0.00	\$0.00	\$0.00	(\$126.46)	\$0.00	\$120,824.26
10/17/2022		PFT	Payment - Other	\$0.00	\$0.00	\$0.00	\$0.00	\$1,272.36	(\$1,272.36)	\$120,824.26
10/31/2022		ATTY	BSR October 2022 Billing (Invoice	(\$800.16)	\$0.00	\$0.00	\$0.00	(\$800.16)	\$0.00	\$120,824.26
11/8/2022		FP INSUR	Insurmark, inv #247535	(\$130.68)	\$0.00	\$0.00	\$0.00	(\$130.68)	\$0.00	\$120,824.26
					\$82,816.30	(\$120,824.26)	\$0.00	(\$1,740.82)	\$0.00	

TRUST ACCOUNT ACTIVITY

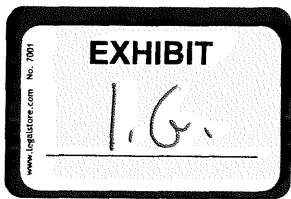
Transaction Date	Check# or Reference	From Whom Received or To Whom Paid	Description / Memo	Amount Paid Out	Amount Received	Daily Balance
			Balance Forward			\$0.00
10/3/2018	EFT1435	Susan Peterson (BP) (PP)	Borrower Payment		\$1,346.61	\$1,346.61
11/15/2018	EFT1435	Susan Peterson (BP) (PP)	Borrower Payment	\$1,066.25		\$280.36
2/4/2019	WIRE	Susan Peterson (BP) (PP)	Borrower Payment	\$173.75		\$106.61
2/26/2019	EFT1435	Susan Peterson (BP) (PP)	Borrower Payment		\$956.25	\$1,062.86
4/3/2019	EFT1435	Susan Peterson (BP) (PP)	Borrower Payment	\$1,062.86		\$0.00
1/19/2021	EFT	Susan Peterson (BP)	Borrower Payment		\$1,500.00	\$1,500.00
6/21/2021	1205-WIRE	Susan Peterson	Borrower Payment		\$6,604.74	\$8,104.74
6/21/2021	1205-WIRE	Susan Peterson	Borrower Payment	\$1,518.75		\$6,585.99
6/21/2021	1205-WIRE	Susan Peterson	Borrower Payment	\$1,518.75		\$5,067.24
6/21/2021	1205-WIRE	Susan Peterson	Borrower Payment	\$1,518.75		\$3,548.49
6/21/2021	1205-WIRE	Susan Peterson	Borrower Payment	\$1,518.75		\$2,029.74
6/21/2021	1205-WIRE	Susan Peterson	Borrower Payment	\$2,029.74		\$0.00
1/19/2022	1205-WIRE	Susan Peterson	Borrower Payment		\$4,131.30	\$4,131.30
1/19/2022	1205-WIRE	Susan Peterson	Borrower Payment	\$1,518.75		\$2,612.55
1/19/2022	1205-WIRE	Susan Peterson	Borrower Payment	\$2,612.55		\$0.00
2/25/2022	1205EFT 022522	Susan Peterson	Borrower Payment	\$1,921.92		(\$1,921.92)
2/25/2022	PHONE SVC	Susan Peterson	Borrower Payment		\$2,500.00	\$578.08
6/29/2022	1205EFT 062922	Susan Peterson	Borrower Payment	\$1,805.72		(\$1,227.64)
6/29/2022	PHONE SVC	Susan Peterson	Borrower Payment		\$2,500.00	\$1,272.36

TRUST ACCOUNT ACTIVITY

Transaction Date	Check# or Reference	From Whom Received or To Whom Paid	Description / Memo	Amount Paid Out	Amount Received	Daily Balance
10/17/2022	PFT	Susan Peterson	Borrower Payment	\$1,272.36		\$0.00
				\$19,538.90	\$19,538.90	

OUTSTANDING CHARGES AND ADVANCES

Date of Charge	Reference	Type	Description	Interest Rate	Original Amount	Unpaid Balance	Accrued Interest	Total Amount Due
9/30/2022	ATTY	Attorney Cha	BSR September 2022 Billing (Invoice # 14015)	0.000%	\$1,115.00	\$683.52	\$0.00	\$683.52
10/11/2022	FP INSUR	Insurance	Insurmark, inv #247003	0.000%	\$126.46	\$126.46	\$0.00	\$126.46
10/31/2022	ATTY	Attorney Cha	BSR October 2022 Billing (Invoice # 14057)	0.000%	\$800.16	\$800.16	\$0.00	\$800.16
11/8/2022	FP INSUR	Insurance	Insurmark, inv #247535	0.000%	\$130.68	\$130.68	\$0.00	\$130.68
					\$2,172.30	\$1,740.82	\$0.00	\$1,740.82



Bellamy, Schultz & Rusler, PLLC
Attorneys at Law

Dylan Schultz
Dylan@SRBSLaw.com
7200 North MoPac Expressway, Suite 310
Austin, Texas 78731
Ph: (512) 346-6011
Fax: (512) 346-6005

May 10, 2022

Susan K. Peterson
100 Paul Revere Dr. 9214 8901 9403 8375 8543 78
Houston, TX 77024

NOTICE OF DEFAULT DUE TO MATURITY

Lender: Hunter-Kelsey II, LLC	Amount Due: \$133,151.12	Due Date: May 31, 2022
Property's Address: 9302 Highmeadow Drive, Houston, TX 77024	Borrower(s): Susan K. Peterson	
Deed of Trust recorded as Doc./Inst. No(s). 2016-332736 in Harris County, TX; Promissory Note dated July 25, 2016		

Dear Susan K. Peterson:

I am an attorney representing the above listed Lender, who holds the loan and lien described above. You are hereby notified that the above referenced Promissory Note has matured with an outstanding balance due, which is a default under the above referenced Promissory Note and Security Instrument(s). Because of late charges, interest, or attorney's fees, the amount due on the day you pay may be greater. **Please contact this office or Lender for the correct payment information before sending payment.**

You are notified that if the Amount Due is not paid on or before the Due Date referenced above, Lender will apply any matured or default interest rate authorized by the Note and take the steps necessary to foreclose the lien under the terms of the loan and in accord with applicable law. Lender's exercise of such rights will not constitute a waiver of any other rights or remedies. If payment(s) are made in amount(s) less than the Amount Due, Lender will accept and apply said payments to the account balance, however, the remainder of the debt will remain matured and Lender will proceed with foreclosure.

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

Unless, within thirty days after your receipt of this notice, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid. If, within that thirty-day period, you notify us in writing that the debt or any portion thereof is disputed, we will obtain verification of the debt or a copy of a judgment, if any, and we will mail to you a copy of such verification and judgment. If the original creditor is different from the creditor named above, then upon your written request within that same thirty-day period we will provide you with the name and address of the original creditor. This thirty-day period does not alter, waive, or affect the deadline for payment set forth above. If you request verification of the debt or the name and address of the original lienholder within the thirty-day period, we will cease collection activities until the requested information has been mailed to you.

THIS FIRM IS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Respectfully,

Dylan Schultz, Attorney at Law

cc: Internal Revenue Service 9214 8901 9403 8375 8544 60

cc: Fullenweider Wilhite, P.C. 9214 8901 9403 8375 8545 21

cc: Midland Funding LLC 9214 8901 9403 8375 8547 50

Susan K. Peterson
Acct. No.: 160797HK2

BELLAMY, SCHULTZ & RUSLER, PLLC
7200 NORTH MOPAC EXPRESSWAY
SUITE 310
AUSTIN, TX 78731

INTERNAL REVENUE SERVICE
ADVISORY CONSOLIDATED RECEIPTS
STOP 2850F
7940 KENTUCKY DR
FLORENCE KY 41042-2915

NEOPOST FIRST CLASS MAIL
05/10/2022
US POSTAGE \$000.53⁰⁰



BELLAMY, SCHULTZ & RUSLER, PLLC
7200 NORTH MOPAC EXPRESSWAY
SUITE 310
AUSTIN, TX 78731

MIDLAND FUNDING LLC
C/O: CORPORATION SERVICE COMPANY
DBA CSC - LAWYERS INCORPORATING
SERVICE COMPANY
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

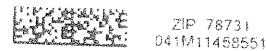
NEOPOST FIRST CLASS MAIL
05/10/2022
US POSTAGE \$000.53⁰⁰



BELLAMY, SCHULTZ & RUSLER, PLLC
7200 NORTH MOPAC EXPRESSWAY
SUITE 310
AUSTIN, TX 78731

SUSAN K PETERSON
100 PAUL REVERE DR
HOUSTON TX 77024-6107

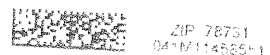
NEOPOST FIRST CLASS MAIL
05/10/2022
US POSTAGE \$000.53⁰⁰



BELLAMY, SCHULTZ & RUSLER, PLLC
7200 NORTH MOPAC EXPRESSWAY
SUITE 310
AUSTIN, TX 78731

FULLENWEIDER WILHITE P C
C/O: DONN C FULLENWEIDER
STE 1400
4265 SAN FELIPE ST
HOUSTON TX 77027-2952

NEOPOST FIRST CLASS MAIL
05/10/2022
US POSTAGE \$000.53⁰⁰





December 5, 2022

Dear Dylan Schultz:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 9403 8375 8543 78.



Item Details

Status: Delivered, Left with Individual
Status Date / Time: May 13, 2022, 3:37 pm
Location: HOUSTON, TX 77024
Postal Product: First-Class Mail®
Extra Services: Certified Mail™
Return Receipt Electronic
Recipient Name: SUSAN K PETERSON

Shipment Details

Weight: 1.0oz

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Tracking Number:

[Remove X](#)

9214890194038375854378

[Copy](#) [Add to Informed Delivery](#)
(<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 3:37 pm on May 13, 2022 in HOUSTON, TX 77024.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivered

Delivered, Left with Individual

HOUSTON, TX 77024
May 13, 2022, 3:37 pm

Departed USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER
May 13, 2022, 4:00 am

Arrived at USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER
May 12, 2022, 11:11 am

USPS in possession of item

AUSTIN, TX 78731
May 10, 2022, 4:57 pm

Pre-Shipment Info Sent to USPS, USPS Awaiting Item

May 10, 2022

Hide Tracking History

Text & Email Updates



Return Receipt Electronic



Confirmation

Your Proof of Delivery record is complete and will be processed shortly.

Your confirmation will be sent to the following:

dylan@SRBSLaw.com

USPS Tracking Plus®



Product Information



See Less

Feedback

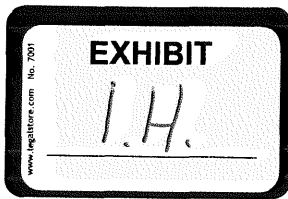
Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



Bellamy & Schultz, PLLC
Attorneys at Law

Dylan Schultz
7200 North MoPac Expressway, Suite 310
Austin, Texas 78731

(512) 346-6011
Fax: (512) 346-6005
Dylan@SRBSLaw.com

November 1, 2022

Susan K. Peterson
100 Paul Revere Drive
Houston, TX 77024

CERTIFIED MAIL/RRR
No. 9214 8901 9403 8394 5483 71
AND FIRST-CLASS MAIL

Susan K. Peterson
9302 Highmeadow Drive
Houston, TX 77024

CERTIFIED MAIL/RRR
No. 9214 8901 9403 8394 5480 43
AND FIRST-CLASS MAIL

Fullenweider Wilhite, P.C.
c/o Donn C Fullenweider, Registered Agent
515 Post Oak Blvd Ste 800
Houston, TX 77027-9432

CERTIFIED MAIL/RRR
No. 9214 8901 9403 8394 5481 04
AND FIRST-CLASS MAIL

Midland Funding LLC
c/o Corporation Service Company dba CSC -
Lawyers Incorporating Service Company
211 E. 7th Street, Suite 620
Austin, TX 78701-3218

CERTIFIED MAIL/RRR
No. 9214 8901 9403 8394 5481 80
AND FIRST-CLASS MAIL

Occupant(s)
9302 Highmeadow Drive
Houston, TX 77024

CERTIFIED MAIL/RRR
No. 9214 8901 9403 8394 5482 27
AND FIRST-CLASS MAIL

RE: NOTICE OF SUBSTITUTE TRUSTEE'S SALE ON DECEMBER 6, 2022

To Whom it May Concern,

My firm has been employed by Hunter-Kelsey II, LLC in the above referenced matter. Brian S. Bellamy and Dylan Schultz, any to act, have been appointed the Substitute Trustee to conduct the Foreclosure Sale of the property encumbered by the deed of trust as referenced in the attached Notice of Substitute Trustee's Sale. Notice is hereby given that before the sale, Hunter-Kelsey II, LLC or its attorney, may appoint another person as substitute trustee to conduct the sale. I am enclosing a copy of the Notice of Substitute Trustee's Sale, which is being posted on the public notice board of Harris County, Texas and in accordance with the provisions of the Deed of Trust. You are informed that the public auction of the property

Susan K. Peterson
Acct.: 160797HK2

described in the notice is scheduled for Tuesday, December 6, 2022, between the hours of 10:00 a.m. and 4:00 p.m. at the following location: Bayou City Event Center, 9401 Knight Road, Houston, TX 77045 or as otherwise designated by the County Commissioners.

THE FORECLOSURE IS SCHEDULED TO OCCUR ON DECEMBER 6, 2022.

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

If you are a debtor in a Bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (Title 11 of the United States Bankruptcy Code) (the "Code"), this letter is merely intended to be written notice of the lender's intent to exercise its in rem rights against the subject property and formal notice in compliance with state law. In that event, this letter is not an act to collect, assess or recover a claim against you, nor is this letter intended to violate any provisions of the Code. Any and all claims that our client asserts against you (if any) will be properly asserted in compliance with the Code in your Bankruptcy proceeding.

FAIR DEBT COLLECTION ACT NOTICE

THIS LETTER IS A COMMUNICATION FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS LETTER IS BEING SENT TO YOUR ATTENTION IN ACCORDANCE WITH FEDERAL LAW.

If you have any questions, please contact me.

Very Truly Yours,

/s/ Dylan Schultz

Dylan Schultz

Enclosure: Copy of Notice of Substitute Trustee's Sale

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

NOTICE OF FORECLOSURE SCHEDULED ON DECEMBER 6, 2022.

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

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

1. Property To Be Sold. The property to be sold is described as follows:

Legal Description: Lot 38, Block 4, Replat and Extension of Westmont, according to the map or plat thereof, recorded in Volume 77, Page 1, Map Records, Harris County, Texas.

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: December 6, 2022

Time: The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 p.m.

Place: Bayou City Event Center, 9401 Knight Road, Houston, TX 77045, or as otherwise designated by the County Commissioners.

The deed of trust/contract for foreclosure permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or re-filing may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property, Code, the Trustee or any Substitute Trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Trustee or any Substitute Trustee.

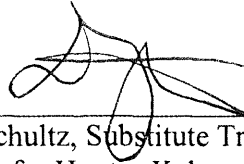
4. Type of Sale. The sale is a foreclosure sale pursuant to Section 51.002, Texas Property Code and the power of sale granted by the deed of trust/contract for foreclosure executed by Susan K. Peterson. The deed of trust is dated July 25, 2016 and is recorded in the office of the County Clerk of Harris County, Texas, under Clerk's Document No. RP-2016-332736 in the Official Public Records of Harris County, Texas.

5. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to (1) the promissory note in the original principal amount of \$117,000.00 executed by Susan K. Peterson, payable to the order of Hunter-Kelsey II, LLC; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Susan K. Peterson to Hunter-Kelsey II, LLC. Hunter-Kelsey II, LLC's address is **7200 N. MoPac Expy., Ste. 120, Austin, TX 78731. Hunter-Kelsey II, LLC is the current owner and holder of the Obligations and is the beneficiary under said Deed of Trust.**

Questions concerning the sale may be directed to the counsel for the beneficiary: Dylan Schultz with address of 7200 N MoPac Expy., Suite 310, Austin, Texas, 78731, phone number of 512-346-6011 and e-mail address of Dylan@SRBSLaw.com.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested Brian S. Bellamy and Dylan Schultz (7200 N MoPac Expy., Suite 310, Austin, Texas, 78731), and JIM MILLS, SUSAN MILLS, GEORGE HAWTHORNE, ED HENDERSON, REX KESLER, DOUG MALLOY, ALEXANDRA HOLUB, MARLENE ZOGRAFOS, ANDREW MILLS-MIDDLEBROOK (9130 Jollyville Rd., STE 100-21, Austin, TX 78759 and P.O. Box 9932, Austin, TX 78766), any to act as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: October 31, 2022



Dylan Schultz, Substitute Trustee and
Attorney for Hunter-Kelsey II, LLC
Texas Bar No. 24103529
Bellamy & Schultz, PLLC
7200 N MoPac Expy., Suite 310
Austin, Texas 78731
(512) 346-6011
(512) 346-6005 (Facsimile)
Dylan@SRBSLaw.com

Susan K. Peterson
Acct.: 160797HK2



Firm Mailing Book For Accountable Mail

Name and Address of Sender
 STAVROS, RUSLER, BELLAMY & SCHULTZ, PLLC
 7200 N MOPAC STE 310
 AUSTIN TX 78731

- Check type of mail or service
- Adult Signature Required
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery (COD)
 - Insured Mail
 - Priority Mail
 - Priority Mail Express
 - Registered Mail
 - Return Receipt for Merchandise
 - Signature Confirmation
 - Signature Confirmation Restricted Delivery

Affix Stamp Here
 (for additional copies of this receipt).
 Postmark with Date of Receipt.

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee	
1. 9214 8901 9403 8394 5480 43	SUSAN K PETERSON 9302 HIGHMEADOW DR HOUSTON TX 77063-3932	0.81	4.00	Handling Charge - if Registered and over \$50.00 in value							2.00				
2. 9214 8901 9403 8394 5481 04	FULLENWEIDER WILHITE P C C/O: DONN C FULLENWEIDER REGISTERED AGENT STE 800 515 POST OAK BLVD HOUSTON TX 77027-9432	0.81	4.00									2.00			
3. 9214 8901 9403 8394 5481 80	MIDLAND FUNDING LLC LAWYERS INCORPORATING SERVICE COMPANY C/O: CORPORATION SERVICE COMPANY DBA CSC - STE 620 211 E 7TH ST AUSTIN TX 78701-3218	0.81	4.00						Adult Signature Required	Adult Signature Restricted Delivery		2.00			
4. 9214 8901 9403 8394 5482 27	OCCUPANT(S) 9302 HIGHMEADOW DR HOUSTON TX 77063-3932	0.81	4.00								Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling
5. 9214 8901 9403 8394 5483 71	SUSAN K PETERSON 100 PAUL REVERE DR HOUSTON TX 77024-6107	0.81	4.00												

Total Number of Pieces Listed by Sender: 5
 Total Number of Pieces Received at Post Office: 5

Postmaster, Per (Name of receiving employee)

160797HK2 - Notice of Substitute Trustee's Sale



December 5, 2022

Dear Dylan Schultz:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 9403 8394 5480 43.




Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	November 3, 2022, 2:18 pm
Location:	HOUSTON, TX 77063
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	SUSAN K PETERSON

Shipment Details

Weight:	2.0oz
----------------	-------

Recipient Signature

Signature of Recipient:	 
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Tracking Number:

[Remove X](#)

9214890194038394548043

[Copy](#) [Add to Informed Delivery](#)

(<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 2:18 pm on November 3, 2022 in HOUSTON, TX 77063.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

HOUSTON, TX 77063

November 3, 2022, 2:18 pm

Departed USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER

November 3, 2022, 2:18 am

Arrived at USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER

November 2, 2022, 10:47 am

USPS in possession of item

AUSTIN, TX 78731

November 1, 2022, 4:34 pm

Pre-Shipment Info Sent to USPS, USPS Awaiting Item

November 1, 2022

 **Hide Tracking History**

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Feedback

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs



December 5, 2022

Dear Dylan Schultz:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 9403 8394 5483 71.

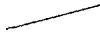

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	November 3, 2022, 3:28 pm
Location:	HOUSTON, TX 77024
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	SUSAN K PETERSON

Shipment Details

Weight:	2.0oz
----------------	-------

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Tracking Number:

[Remove X](#)

9214890194038394548371

[Copy](#)

[Add to Informed Delivery](#)

(<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 3:28 pm on November 3, 2022 in HOUSTON, TX 77024.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

HOUSTON, TX 77024

November 3, 2022, 3:28 pm

Departed USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER

November 3, 2022, 2:25 am

Arrived at USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER

November 2, 2022, 10:47 am

USPS in possession of item

AUSTIN, TX 78731

November 1, 2022, 4:34 pm

Pre-Shipment Info Sent to USPS, USPS Awaiting Item

November 1, 2022

 **Hide Tracking History**

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus®



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Feedback

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

NOTICE OF FORECLOSURE SCHEDULED ON DECEMBER 6, 2022.

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

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

1. **Property To Be Sold.** The property to be sold is described as follows:

Legal Description: Lot 38, Block 4, Replat and Extension of Westmont, according to the map or plat thereof, recorded in Volume 77, Page 1, Map Records, Harris County, Texas.

2. **Date, Time, and Place of Sale.** The sale is scheduled to be held at the following date, time, and place:

Date: December 6, 2022

Time: The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 p.m.

Place: Bayou City Event Center, 9401 Knight Road, Houston, TX 77045, or as otherwise designated by the County Commissioners.

The deed of trust/contract for foreclosure permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or re-filing may be after the date originally scheduled for this sale.

3. **Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

Susan K. Peterson
Acct.: 160797HK2

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the Trustee or any Substitute Trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Trustee or any Substitute Trustee.

4. Type of Sale. The sale is a foreclosure sale pursuant to Section 51.002, Texas Property Code and the power of sale granted by the deed of trust/contract for foreclosure executed by Susan K. Peterson. The deed of trust is dated July 25, 2016 and is recorded in the office of the County Clerk of Harris County, Texas, under Clerk's Document No. RP-2016-332736 in the Official Public Records of Harris County, Texas.

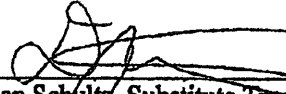
5. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to (1) the promissory note in the original principal amount of \$117,000.00 executed by Susan K. Peterson, payable to the order of Hunter-Kelsey II, LLC; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Susan K. Peterson to Hunter-Kelsey II, LLC. Hunter-Kelsey II, LLC's address is 7200 N. MoPac Expy., Ste. 120, Austin, TX 78731. Hunter-Kelsey II, LLC is the current owner and holder of the Obligations and is the beneficiary under said Deed of Trust.

Questions concerning the sale may be directed to the counsel for the beneficiary: Dylan Schultz with address of 7200 N MoPac Expy., Suite 310, Austin, Texas, 78731, phone number of 512-346-6011 and e-mail address of Dylan@SRBSLaw.com.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested Brian S. Bellamy and Dylan Schultz (7200 N MoPac Expy., Suite 310, Austin, Texas, 78731), and JIM MILLS, SUSAN MILLS, GEORGE HAWTHORNE, ED HENDERSON, REX KESLER, DOUG MALLOY, ALEXANDRA HOLUB, MARLENE ZOGRAFOS, ANDREW MILLS-MIDDLEBROOK (9130 Jollyville Rd., STE 100-21, Austin, TX 78759 and P.O. Box 9932, Austin, TX 78766), any to act as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Susan K. Peterson
Acct: 160797HK2

DATED: October 31, 2022



Dylan Schultz, Substitute Trustee and
Attorney for Hunter-Kelsey II, LLC
Texas Bar No. 24103529
Bellamy & Schultz, PLLC
7200 N MoPac Expy., Suite 310
Austin, Texas 78731
(512) 346-6011
(512) 346-6005 (Facsimile)
Dylan@SRBSLaw.com

Susan K. Peterson
Acct.: 160797HK2

Notice of Federal Tax Lien

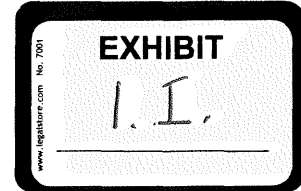
Area:
SMALL BUSINESS/SELF EMPLOYED AREA #5
Lien Unit Phone: (800) 829-3903

Serial Number
352744619

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

RP-2019-175074
04/30/2019 RP1 \$11.00



Name of Taxpayer SUSAN K PETERSON

Residence 100 PAUL REVERE DR
HOUSTON, TX 77024-6107

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2014	XXX-XX-2222	07/31/2017	08/30/2027	80038.25

Place of Filing
COUNTY CLERK
HARRIS COUNTY
HOUSTON, TX 77251
Total \$ 80038.25

This notice was prepared and signed at NASHVILLE, TN, on this,
the 18th day of April, 2019.

Signature *Jean Flach*
for G.J. CARTER-LOUIS
Title ACS SBSE
(800) 829-3903
25-00-0001

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

L I B R A R Y

FILED FOR RECORD

9:40:16 AM

Tuesday, April 30, 2019



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

Tuesday, April 30, 2019



COUNTY CLERK
HARRIS COUNTY, TEXAS

11 0017 1912 11