

CAUSE NO. _____

SANDI URBACH

v.

CARRINGTON MORTGAGE
SERVICES, LLC

§
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§
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§
§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR INJUNCTIVE RELIEF,
AND REQUEST FOR DISCLOSURES**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Sandi Urbach, Plaintiff herein, filing this her Original Petition, Application for Injunctive Relief, and Request for Disclosures complaining of Carrington Mortgage Services, LLC, Defendant herein, and for causes of action would respectfully show the Court as follows:

DISCOVERY

1. Plaintiff intends to conduct discovery under Texas Rules of Civil Procedure 190.3 (Level 2).

PARTIES

2. Sandi Urbach is an individual who resides in Harris County, Texas and may be served with process on the undersigned legal counsel.

3. Carrington Mortgage Service, LLC is an entity formed under the laws of the State of Delaware which conducts business in Harris County, Texas and may be served with process as follows:

Carrington Mortgage Services, LLC
c/o Branch Manager or Corporate Officer
1500 South Douglas Road, Ste 150
Anaheim, CA 92806

JURISDICTION AND VENUE

4. The Court has jurisdiction over Carrington Mortgage Services, LLC because the Defendant is an entity formed under the laws of the State of Delaware which conducts business in Harris County, Texas.

5. The Court has jurisdiction over the controversy because the damages are within the jurisdictional limits of the Court. Venue is mandatory in Harris County, Texas because the subject matter of this lawsuit involves real property which is located in Harris County, Texas. Further, all or a substantial part of the events or omissions giving rise to Plaintiff's causes of action occurred in Harris County, Texas thus venue is proper under §15.002(a)(1) of the Texas Civil Practice and Remedies Code.

RELEVANT FACTS

6. The subject matter of this lawsuit is the real property and the improvements herein located at 23811 Township Elm, Spring, TX 77373 (the "Property").

7. Sandi Urbach ("Plaintiff") purchased the Property on or about April 18, 2007. During the process of purchasing the Property, Plaintiff executed a Promissory Note ("Note") in the amount of \$100,541.00 as well as a Deed of Trust through a Federal Housing Administration loan (FHA Case No. 493-8322785-703) in which Pulte Mortgage, LLC is listed as the Lender. A true and correct copy of the Deed of Trust is attached hereto as Exhibit "1" and incorporated herein for all purposes.

8. Upon information and belief, the Loan and related Deed of Trust were subsequently transferred to Carrington Mortgage Services, LLC ("Carrington") which also services the loan.

9. Plaintiff entered into a Loan Modification Agreement with Carrington on March 29, 2021 for the unpaid principal balance of \$92,141.43 with an interest rate of 3.125%. A true and correct copy of the Loan Modification Agreement is attached hereto as Exhibit “2” and incorporated herein for all purposes.

10. As Plaintiff was starting to face financial difficulties due to the COVID-19 pandemic, she contacted Carrington to pursue loss mitigation options - Carrington granted her a Covid-19 Forbearance and promised her that they would restructure the debt once the forbearance period expired. After the forbearance ended, Plaintiff contacted Carrington to see when her payment was going to resume. Carrington then informed her that they were foreclosing on the Property and that there was nothing that they could do to stop the process.

11. Plaintiff began receiving numerous amounts of advertisements from potential buyers and investors informing her that her Property was posted for the March 7, 2023 foreclosure sale – irrespective of the fact that she never received a notice of default, notice of acceleration, or notice of foreclosure sale from Carrington. A true and correct copy of Notice of Substitute Trustee’s Sale, which was provided to Plaintiff by the undersigned legal counsel, is attached hereto as Exhibit “3” and incorporated herein for all purposes.

12. Instead of following proper procedure pursuant to the Texas Property Code as well as the related Deed of Trust, Carrington failed to provide face-to-face counseling pursuant to HUD Regulations incorporated in the Deed of Trust under §9(d) as well as violated Plaintiff’s due process rights by simply posting her Property for foreclosure sale. Specifically, the foreclosure scheduled to be conducted by Carrington should be void as a matter of law because Carrington did not provide Plaintiff with the statutory notices pursuant to Section 13 of the Deed of Trust. Carrington’s failure to provide Plaintiff with the statutory notices deprives Plaintiff of her due process rights and the

opportunity to cure pursuant to Section 10 of the Deed of Trust.

13. Accordingly, Plaintiff alleges that Carrington is about to wrongfully sell her Property at a foreclosure sale on March 7, 2023 without providing the required face-to-face counseling, the required statutory notices, and in violation of Plaintiff's due process rights.

**FIRST CAUSE OF ACTION:
DECLARATORY JUDGMENT**

14. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 13 as if set forth fully herein.

15. Plaintiff seeks a determination of the rights of the parties pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 37.001, *et seq.* (West). In particular, Plaintiff seeks a determination that the pending foreclosure sale of her Real Property is wrongful because Defendant failed to properly follow the procedures as set forth in the Deed of Trust, the Texas Property Code as well as the Texas Constitution. Specifically, the Defendant failed (a) provide a face-to-face counseling session pursuant to §9(d) of the Deed of Trust, and (b) to provide proper notices and opportunity to cure pursuant to Texas Property Code 51.002.

16. Further, Plaintiff seeks a determination that the pending foreclosure sale of her Property is wrongful because Defendant was precluded from taking any action whatsoever to foreclose on Plaintiff's Property without first complying with the Texas Property Code and HUD Regulations pursuant to the Deed of Trust.

17. Section 51.002 of the Texas Property Code governs the sale of real property under deeds of trust or other contract liens. Tex. Prop. Code Ann. § 51.002 (West); Holy Cross Church of God in Christ v. Wolf, 44 S.W.3d 562, 569 (Tex. 2001). In particular, section 51.002(d) provides that "[n]otwithstanding any agreement to the contrary, the mortgage servicer ... shall serve a debtor in default ... with written notice by certified mail stating that the debtor is in default ... and giving

the debtor at least 20 days to cure the default before notice of the sale can be given.” *Id.* § 51.002(d). Section 51.002(b) states that notice of sale, in turn, must be given at least twenty-one days before the date of the sale and specifies various locations whose the notice must be made available. *Id.* §§ 51.002(b)(1)-(3). In addition to the minimum statutory requirements, the deed of trust executed by the debtor-mortgagor usually details the agreed contractual terms and conditions for foreclosure of real property.

**SECOND CAUSE OF ACTION:
BREACH OF CONTRACT**

18. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 17 as if set forth fully herein.

19. The actions committed by Defendant constitutes breach of contract because:

- A. These exists a valid, enforceable contract between Plaintiff and Defendant;
- B. Plaintiff has standing to sue for breach of contract;
- C. Plaintiff performed her contractual obligations under the Deed of Trust;
- D. Defendant breached the parties’ agreement by violating paragraph 13 of the Deed of Trust by failing to send all required foreclosure notices to Plaintiff at the proper address, failing to comply with HUD Regulations pursuant to Section 9(d), as well as violating section 10 for refusing to give Plaintiff the opportunity to cure the default that Plaintiff had fraudulently been induced to creating; and

E. The breaches of contract by Defendant caused Plaintiff's injury – actual damages which include, but are not limited to, loss of alternative loss mitigation options, violating Plaintiff's due process rights, litigation cost, interest on the balance of unpaid mortgage payments since the filing of this lawsuit, and damage to Plaintiff's credit.

**THIRD CAUSE OF ACTION:
VIOLATION OF TEXAS PROPERTY CODE §51**

20. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 19 as if set forth fully herein.

21. Pursuant to the provisions of the Texas Property Code, the holder of a note must ordinarily give notice to the maker of the holder's intent to accelerate the time for payment as well as notice of acceleration. If the mortgagee intends to accelerate the maturity of the debt, the notice must unequivocally inform the mortgagor of the mortgagee's intention. A proper notice of default must give the borrower notice that the alleged delinquency must be cured; otherwise, the loan will be accelerated, and the property will go to foreclosure. Prior to a foreclosure action, the noteholder is also required to give the homeowners clear and unequivocal acceleration notice. Effective acceleration requires two acts: notice of intent to accelerate and notice of acceleration.

22. The actions committed by Defendant constitutes violations of the Texas Property Code §51 because Defendant never sent proper and timely notice of default, the opportunity to cure the default, notice of intent to accelerate the debt, notice of acceleration, and notice of foreclosure sale which are required in order for Defendant to foreclose on its lien rights to the Property.

**FOURTH CAUSE OF ACTION:
FRAUD IN THE INDUCEMENT**

23. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 22 as if set forth fully herein.

24. Plaintiff shows that Defendant made material, false representations to Plaintiff with the knowledge of their falsity or with reckless disregard of the truth with the intention that such representations be acted upon by Plaintiff and that Plaintiff relied on these representations to her detriment.

25. Plaintiff would Further show that Defendant concealed or failed to disclose material facts within the knowledge of Defendant, that Defendant knew that Plaintiff did not have knowledge of the same and did not have equal opportunity to discover the truth, and that Defendant intended to induce Plaintiff to enter into multiple transactions which made the basis of this suit by such concealment or failure to disclose.

26. Defendant used deceit or trickery to induce Plaintiff to act to her disadvantage, by causing her to enter into a forbearance but failed to disclose that once the forbearance was up all months that had been part of the forbearance would need to be paid in one lump sum. But for the deceit and trickery of Defendant, Plaintiff would not have entered into said forbearance agreement. The deceit and trickery used by Defendant, when made, was known to contain false and misleading representations or were recklessly asserted by Defendant without any knowledge of truth. Furthermore, Defendant was aware, or should have been aware, of Plaintiff's lack of sophistication with financial and/or real estate transactions.

27. A confidential or "informal fiduciary" relationship existed between the parties.

28. Defendant had a duty to disclose these facts to Plaintiff and was deliberately silent when Defendant had a duty to speak.

29. Defendant used such trickery and deceit and false representations with the intent that Plaintiff would end up defaulting on the loan so that Defendant could eventually post the Property for a Foreclosure Sale.

30. Plaintiff acted in reliance on the misrepresentations and the reliance on such misrepresentations were justifiable and reasonable.

31. Furthermore, Defendant knew Plaintiff was ignorant of the nondisclosed facts and lacked opportunity to discover the truth.

32. As a result of the unconscionable actions and intentional nondisclosure of Defendant set out above, Plaintiff was harmed, and should be allowed recovery of her actual damages. In order to fully compensate Plaintiff, equitable relief in the form of rescission is also proper. The actions of the Defendant also warrant exemplary damages to deter such conduct in the future.

DAMAGES:
ACTUAL DAMAGES

33. Plaintiff is entitled to recover her actual damages from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

34. Plaintiff endured stress, anxiety, and loss of sleep as a result of Defendant's misconduct. Accordingly, Plaintiff is entitled to recover mental anguish damages from Defendant for which she pleads in an amount which does not exceed the jurisdictional limits of this Court.

EXEMPLARY DAMAGES

35. Plaintiff is entitled to recover her exemplary damages from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

ATTORNEYS' FEES

36. Plaintiff was forced to employ the undersigned attorneys and has agreed to pay them reasonable attorneys' fees for their services. Plaintiff is entitled to recover reasonable attorneys' fees pursuant to Chapter 38 of the Texas Civil Practices & Remedies Code for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

CONDITIONS PRECEDENT

37. All conditions precedent to the Plaintiff's right to bring these causes of action have been performed, have occurred, or have been waived.

REQUEST FOR DISCLOSURES

38. Carrington Mortgage Services, LLC is hereby requested to disclose to Sandi Urbach, within 50 days of service of this request, the information and material described in Rule 194 of the Texas Rules of Civil Procedure.

APPLICATION FOR TEMPORARY RESTRAINING ORDER

39. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraph 1 through paragraph 37 as if set forth fully herein.

40. Unless Defendant is enjoined, Plaintiff will suffer probable harm which is imminent and irreparable since Defendant is about to sell Plaintiff's Property at a foreclosure sale on March 7, 2023 thereby depriving Plaintiff of ownership of the Property. Plaintiff has no adequate remedy at law because the subject matter is real property and any legal remedy of which Plaintiff may avail himself will not give her as complete, equal, adequate, and final a remedy as the injunctive relief sought in this Application.

41. Therefore, Plaintiff request that this Court issue a Temporary Restraining Order and, thereafter, a Temporary Injunction, to restrain Defendant from selling the real property which is the subject matter of this lawsuit commonly known as 23811 Township Elm, Spring, TX 77373.

42. Plaintiff Further requests that, upon trial on the merits, Defendant be permanently enjoined from the same acts listed in Paragraph 41 above.

43. Plaintiff is likely to prevail on the merits of the lawsuit as described above.

44. The granting of the relief requested is not inconsistent with public policy considerations.

BOND

45. Plaintiff is willing to post a reasonable temporary restraining order bond and requests that the Court set such bond.

PRAYER

WHISEFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that:

- A. Defendant be cited to appear and answer herein;
- B. The Court conduct a hearing on Plaintiff's Application for Injunctive Relief;
- C. A Temporary Restraining Order be issued restraining Defendant, its agents, employees, officers, directors, shareholders, and legal counsel, and those acting in concert or participation with them who receive actual notice of the Order, by personal service or otherwise, from selling the real property which is the subject matter of this lawsuit and is commonly known as 23811 Township Elm, Spring, TX 77373;

- D. A Permanent Injunction be entered enjoining Defendant from the same acts listed in Paragraph C above; and
- E. Upon final hearing or trial hereof, the Court order a judgment in favor of Sandi Urbach against Carrington Mortgage Services, LLC for her actual damages, mental anguish damages, exemplary damages, reasonable attorneys' fees, all costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,

VILT LAW, P.C.

By: 

ROBERT C. VILT

Texas Bar Number 00788586

Email: clay@viltlaw.com

5177 Richmond Avenue, Suite 1142

Houston, Texas 77056

Telephone: 713.840.7570

Facsimile: 713.877.1827

ATTORNEYS FOR PLAINTIFF

CAUSE NO. _____

SANDI URBACH § IN THE DISTRICT COURT OF
 §
v. § HARRIS COUNTY, TEXAS
 §
CARRINGTON MORTGAGE §
SERVICES, LLC § _____ JUDICIAL DISTRICT

AFFIDAVIT OF SANDI URBACH

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Sandi Urbach who, after being duly sworn, deposes and says:

1. My name is Sandi Urbach. I am the Plaintiff in the above-captioned lawsuit. I have read the Original Petition, Application for Injunctive Relief, and Request for Disclosures to which this Affidavit relates and offer this Affidavit in support of the statements and arguments asserted therein.
2. The subject matter of this lawsuit is the real property and the improvements herein located at 23811 Township Elm. Spring, TX 77373 (the "Property").
3. I purchased the Property on or about April 18, 2007. During the process of purchasing the Property, I executed a Promissory Note ("Note") in the amount of \$100,541.00 as well as a Deed of Trust through a Federal Housing Administration loan (FHA Case No. 493-8322785-703) in which Pulte Mortgage, LLC is listed as the Lender.
4. Upon information and belief, the Loan and related Deed of Trust were subsequently transferred to Carrington Mortgage Services, LLC ("Carrington") which also services the loan.
5. I entered into a Loan Modification Agreement with Carrington on March 29, 2021 for the unpaid principal balance of \$92,141.43 with an interest rate of 3.125%.
6. As I was starting to face financial difficulties due to the COVID-19 pandemic, I contacted Carrington to pursue loss mitigation options - Carrington granted me a Covid-19 Forbearance and promised me that they would restructure the debt once the forbearance period expired. After the forbearance ended, I contacted Carrington

to see when my payment was going to resume. Carrington then informed me that they were foreclosing on the Property and that there was nothing that they could do to stop the process.

7. I began receiving numerous amounts of advertisements from potential buyers and investors informing me that my Property was posted for the March 7, 2023 foreclosure sale -- irrespective of the fact that I never received a notice of default, notice of acceleration, or notice of foreclosure sale from Carrington.
8. Accordingly, I allege that Carrington is about to wrongfully sell my Property at a foreclosure sale on March 7, 2023 without providing the required face-to-face counseling, the required statutory notices, and in violation of my due process rights.
9. The latest foreclosure posting has severely affected my personal and professional life. I have trouble sleeping and focusing on simple tasks. My anxiety level as reached a level I have never experienced in my life and my stress level has negatively impacted both my business and my family life.

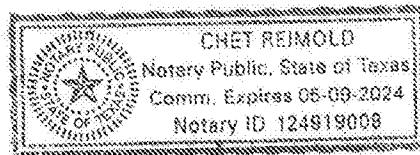
I have read the foregoing Affidavit and attest that the information contained therein is true and correct in all respects based upon my personal knowledge.

Sandi Urbach
SANDI URBACH

SUBSCRIBED AND SWORN TO BEFORE ME on this the 23rd day of February 2023.

Chet Reimold
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My commission expires:
9th May 2024



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

SPECIAL WARRANTY DEED

Date: April 20, 2022

Grantor: SANDI URBACH
Address: 23811 TOWNSHIP ELM ST.,
SPRING, TX 77373

Grantee: TOWNSHIP ELM TRUST,
JUSTINA DE PASQUALE AS TRUSTEE
Address: P. O. BOX 133172
THE WOODLANDS, TX 77393

Consideration:

Ten and No/100 (10.00) Dollars and other valuable consideration

Property: (including any improvements):

Legal Description: LOT THREE (3), BLOCK ONE (1), SPRING CROSSING SUBDIVISION SECTION TWO (2), A SUBDIVISION OF HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER FILM CODE NO. 560181 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TAX ID# 1255380010003

Also known as: 23811 TOWNSHIP ELM ST., SPRING, TX 77373

Exceptions to Conveyance and Warranty: Liens described as of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes and assessments by any taxing authority for the year 2022 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utilities easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse or Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands

RP-2022-268436

COPY

UNOFFICIAL

comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

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

The grantor is not warranting the habitability of the premises on said property, Grantee is accepting property in an AS-IS condition and will have no recourse in the courts against the grantor for any property conditions. This Conveyance Is Made Subject-To But In No Wise Assuming All Outstanding Liens Of Record. All Escrows, If Any, Pass To Grantee.

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

Sandi Urbach

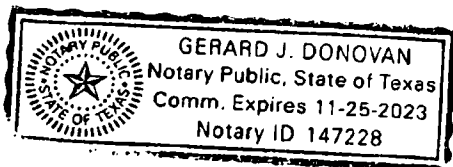
SANDI URBACH

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF MONTGOMERY }

SWORN TO AND SUBSCRIBED before me by SANDI URBACH

on this the 20th day of APRIL, 2022.



Gerard J. Donovan

NOTARY PUBLIC
STATE OF TEXAS
Notary's Name: GERARD J. DONOVAN
Notary Commission Expires: 11-25-2023

RP-2022-268436

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RP-2022-268436

Pages 3

05/23/2022 11:14 AM

e-Filed & e-Recorded in the
Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$22.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-268436

EXHIBIT 1

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y

Return To:

Pulte Mortgage, LLC
7475 S. Joliet St.
Englewood, CO 80112
Attn: Sales & Acquisitions

Prepared By:
Aubrey Dickson Martin, Jr.

20070246351
04/24/2007 RP3 \$56.00

[Space Above This Line For Recording Data]

State of Texas

DEED OF TRUST

FHA Case No.

493-8322785-703

MIN 100057400003217637
VRUA, 1-888-679-6377

2007-04-24 11:47 AM

UNOFFICIAL COPY

THIS DEED OF TRUST ("Security Instrument") is made on April 18, 2007
The Grantor is Sandi Urbach An Unmarried Woman

Brenda E. Kasper
COUNTY CLERK
HARRIS COUNTY, TEXAS

2007 APR 24 AM 11:47

FILED

1 to 2

1/ll

1/ll

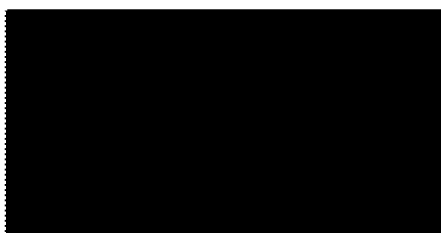
("Borrower"). The trustee is Cynthia Dickenson

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS. Pulte Mortgage LLC

FHA Texas Deed of Trust with MERS - 4/96
Amended 2/98
Page 1 of 9
Initials SD

MTX12AFORM94-27553 (Rev. 06/06)

VMP Mortgage Solutions, Inc.



RECORDED AT THE REQUEST
OF FIRST AMERICAN TITLE

77-981471

("Lender") is organized and existing under the laws of Delaware, and has an address of 7475 South Joliet Street Englewood, CO 80112

Borrower owes Lender the principal sum of One Hundred Thousand Five Hundred Forty-one And 00/100 Dollars (U.S. \$100,541.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2037

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in Harris County, Texas

LOT 3, BLOCK 1, SPRING CROSSING SECTION TWO (2), A SUBDIVISION OF HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 500181 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

COPY ID

Parcel ID Number: which has the address of 23811 Township Elm St Spring [City], Texas 77373 [Street] [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

Initial: [Signature]

2025 RELEASE UNDER E.O. 14176

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

②

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which lawfully made the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public venue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

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

If the Property is sold pursuant to this paragraph 18, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

20. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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

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

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

- | | | |
|--|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Other [specify] |
| <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | |

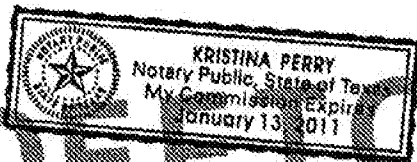
STATE OF TEXAS
County of Harris

Before me *the undersigned authority*
Sandi Urbach

on this day personally appeared

known to me (or proved to me on the oath of
or through *TX DL*) to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes
and consideration therein expressed.

Given under my hand and seal of office this *18* day of *April, 2007*



Kristina Perry
Notary Public

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10-13-08-0856

PLANNED UNIT DEVELOPMENT RIDER

VRU# 1-888-679-6377
MIN# 100057400003217637

FHA Case No.

493-8322785-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18th day of April, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **Caliber Mortgage LLC**

("Lender") of the same date and covering the Property described in the Security Instrument and located at: **23811 Township Elm St, Spring, TX 77373**

[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as

Spring Crossing

[Name of Planned Unit Development]

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

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

FHA Multifamily PUD Rider - 10/95
Wolters Kluwer Financial Services
VMP#-589U (0402).01

610AFORM94-27553

(Rev. 08/06)

Page 1 of 2

Initials: SA

1588-01-0007

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

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

Sandi Urbach (Seal) _____ (Seal)
Sandi Urbach -Borrower -Borrower

(Seal) -Borrower (Seal) -Borrower

(Seal) -Borrower (Seal) -Borrower

(Seal) -Borrower (Seal) -Borrower

610BFORM94-27553

VMP®-589U (0402).01

Page 2 of 2

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOIDED AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in the number Sequence on the date and at the amount herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on:

APR 24 2007



Dorothy L. Hayward
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT 2

Title: Loan Modification Agreement (DEED OF TRUST)

This Document Prepared By:
MONICA YELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
C/O LOSS MITIGATION POST CLOSING DEPARTMENT
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

Tax/Parcel #: 1255380010003

[Space Above This Line for Recording Data]	
Original Principal Amount: \$100,542.00	FHA/VA/RHS Case No: 4938322785703
Unpaid Principal Amount: \$77,000.93	Loan No: 4000036400
New Principal Amount: \$85,002.63	
New Money (Cap): \$7,108.80	

RP-2021-161965

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

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

This Loan Modification Agreement ("Agreement"), made this 17TH day of FEBRUARY, 2021, between SANDI URBACH, AN UNMARRIED WOMAN ("Borrower"), whose address is 23811 TOWNSHIP ELM ST, SPRING, TEXAS 77373 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806



amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated APRIL 18, 2007 and recorded on APRIL 24, 2007 in INSTRUMENT NO. 2007024551, HARRIS COUNTY, TEXAS, and (2) the Note, in the original principal amount of U.S. \$100,541.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 23811 TOWNSHIP ELM ST, SPRING, TEXAS 77373

the real property described is located in HARRIS COUNTY, TEXAS and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

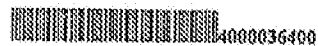
1. As of, FEBRUARY 1, 2021 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$85,032.63, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$7,108.80 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the rate of 3.1250%, from FEBRUARY 1, 2021. The yearly rate of 3.1250% will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. \$759.49, beginning on the 1ST day of MARCH, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. \$364.26, plus payments for property taxes, insurance, and any other permissible escrow items of US \$395.23. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly. On FEBRUARY 1, 2051 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

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

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:



RP-2021-161965

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- UNOFFICIAL COPY**
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof as amended by this Agreement.

7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which are approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.



RP-2021-161965

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In Witness Whereof, I have executed this Agreement.

Sandi Urbach
Borrower: SANDI URBACH

3/04/21
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of TEXAS

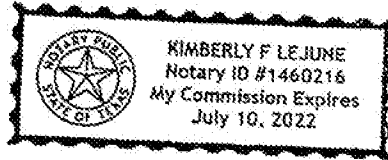
County of Harris

This instrument was acknowledged before me on March 4, 2021 by SANDI URBACH (name or names of person or persons acknowledging).

Kimberly F. LeJune
Notary Public's Signature

Printed Name: Kimberly F. LeJune

My commission expires: July 10, 2022



RP-2021-161965

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In Witness Whereof, the Lender has executed this Agreement

CARRINGTON MORTGAGE SERVICES, LLC

MAR 09 2021

By [Signature] (print name) _____ Date _____
Terrence Morley, Director, Loss Mitigation (title)
Carrington Mortgage Services, LLC
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____ before me _____ Notary Public,
personally appeared _____, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

UNOFFICIAL COPY

SEE ATTACHMENTS

SEE ATTACHMENTS

RP-2021-161965

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 03/09/2021 before me, PAOLA CARDENAS

(New insert name and title of the officer)

NOTARY PUBLIC

personally appeared Terrence Morley

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature PAOLA CARDENAS

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of _____ Document Date _____

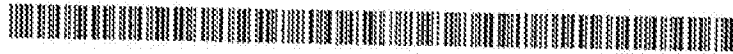
CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary signing and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to this state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/halloves, wives) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-stamp if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◆ Indicate title or type of attached document, number of pages and date.
 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



RP-2021-161965

NOTARY PUBLIC

EXHIBIT A

BORROWER(S): SANDI URBACH, AN UNMARRIED WOMAN

LOAN NUMBER: 4000036400

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF SPRING, COUNTY OF HARRIS, STATE OF TEXAS, and described as follows:

LOT 3, BLOCK 1, SPRING CROSSING SECTION TWO (2), A SUBDIVISION OF HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. S60181 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.
23811 Township Elm Street, Spring, TX 77373

ALSO KNOWN AS 23811 TOWNSHIP ELM ST, SPRING, TEXAS 77373



RP-2021-161965

UNOFFICIAL

RP-2021-161965

COPIED
UNRECORDED

RP-2021-161965

Pages 8

03/19/2021 07:55 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$42.00

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



Tenesia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT 3

Carrington Foreclosure Services, LLC
P.O. Box 3309
Anaheim, California 92803
For Sale Information: (888) 313-1969
For Reinstatement Requests: 1-866-874-5860
Pay Off Requests: 1-800-561-4567
TS#: 21-25723

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on 4/18/2007, Sandi Urbach an unmarried woman, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of CYNTHIA DICKENSON, as Trustee, Mortgage Electronic Registration Systems, Inc. as beneficiary, as nominee for Pulte Mortgage LLC, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$100,541.00, payable to the order of Mortgage Electronic Registration Systems, Inc. as beneficiary, as nominee for Pulte Mortgage LLC, which Deed of Trust is Recorded on 4/24/2007 as Volume 20070246351, Book , Page , And under loan modification recorded 3/29/2021 as Instrument No. 20210161965 in Harris County, Texas, Deed of Trust covers all of the real property, personal property, and fixtures described therein, including , but not limited to, all the following described property, rights and interests (the "Property"), to-wit:

Lot 3, Block 1, Spring Crossing Section Two (2), a Subdivision of Harris County, Texas according to the Map or Plat thereof recorded under Film Code No. 560181 of the Map Records of Harris County, Texas.

Commonly known as: 23811 TOWNSHIP ELM ST SPRING, TX 77373

WHEREAS, the Trustee named in the Deed of Trust being removed, the legal holder of the debt described in the Deed of Trust, appointed Anna Swart, David Bailey, Byron Stewart, Helen Henderson, Austin LeBla, Sandy Swart, Jeff Leva or Patsy Post as Substitute Trustees, either of them, as Substitute Trustees, each being referred to as the "Substitute Trustee", upon the commission in the manner authorized by the Deed of Trust: and

Sewart or Leva

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and Carrington Mortgage Services, LLC whose address is 1600 Douglass Road, Suite 200 A, Anaheim, CA 92806 is acting as the mortgage servicer for Carrington Mortgage Services, LLC, which is the mortgagee of the Note and Deed of Trust or mortgage and the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust. Carrington Mortgage Services, LLC is authorized to represent the mortgagee by virtue of a written servicing agreement with the mortgagee. Pursuant to that agreement and Texas Property Code Section 51.0025, Carrington Mortgage Services, LLC is authorized to administer the foreclosure referenced herein.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN, that on 3/7/2023 at 10:00 AM, or no later than three (3) hours after such time, in Harris County, Texas, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien as follows: THE BAYOU CITY EVENT CENTER PAVILION LOCATED AT 9401 KNIGHT RD, HOUSTON, TX 77045 OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE.

NOTICE IS FURTHER GIVEN that , except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.



4768039

TENESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS

FRCL-2022-6388

FILED 12/15/2022 9:43:31 AM

If the Trustee is unable to complete the sale for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR HOUSEHOLD 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.

WITNESS, my hand this 12/14/2022

WITNESS, my hand this 12/15/2020

Sewart or Leva

[Signature]
By: Hung Pham, Trustee Sale Specialist
Carrington Foreclosure Services, LLC as
authorized agent for Mortgagee or Mortgage
Servicer
1600 South Douglass Road, Suite 140
Anaheim, CA 92806

[Signature]
By: Substitute Trustee(s)
Anna Sewart, David Barry, Byron Sewart, Helen
Hart, Austin DuBois, Sandy Dasigenis, Jeff
Leva or Patricia Poston
C/O Carrington Foreclosure Services, LLC
1600 South Douglass Road, Suite 140
Anaheim, CA 92806

**UNRECORDED
ORIGINAL
COPY**

FILED 12/15/2022 9:43:31 AM FRCL-2022-6388 TENESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS

CAUSE NO. _____

SANDI URBACH

v.

CARRINGTON MORTGAGE
SERVICES, LLC

§
§
§
§
§
§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

TEMPORARY RESTRAINING ORDER

ON THIS DATE Plaintiff's Application for Temporary Restraining Order was heard and considered before this Court. Based upon the pleadings, exhibits, records, and documents filed by Plaintiff and presented to the Court, as well as the arguments of legal counsel at the hearing, IT CLEARLY APPEARS THAT:

A. Unless Carrington Mortgage Services, LLC, their agents, employees, directors, shareholders, and legal counsel are immediately enjoined and restrained, Carrington Mortgage Services, LLC will proceed with a foreclosure sale of Plaintiff's property commonly known as 23811 Township Elm, Spring, TX 77373 and Plaintiff will suffer an immediate and irreparable harm and will have no adequate remedies under the law, and may commit the foregoing before notice and hearing on Plaintiff's Application for Temporary Injunction.

B. Plaintiff will suffer an irreparable harm if Carrington Mortgage Services, LLC, their agents, employees, directors, shareholders, and legal counsel are not restrained immediately because Plaintiff will lose her fee simple title and ownership of her Property, which is Plaintiff's residence and homestead and is thus unique and irreplaceable, and there is no adequate remedy at law to grant Plaintiff complete, final, and equitable relief.

C. Plaintiff has provided notice to Carrington Mortgage Services, LLC informing them of the filing of Plaintiff's Application for Temporary Restraining Order prior to this Court conducting this hearing.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Carrington Mortgage Services, LLC, their agents, employees, directors, shareholders, and legal counsel are hereby ORDERED to immediately cease and desist from attempting or proceeding with any foreclosure sale of Plaintiff's property commonly known as 23811 Township Elm, Spring, TX 77373 as well as from taking any legal action to evict Plaintiff and any other occupants from, or enforcing a writ of possession regarding, the aforementioned property. Carrington Mortgage Services, LLC, their agents, employees, directors, shareholders, and legal counsel are hereby immediately enjoined and restrained from the date of entry of this Order until fourteen (14) days hereafter, or until further ordered by this Court.

IT IS FURTHER THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff's Application for Temporary Injunction be heard on the ____ day of March, 2023 starting at ____ a.m./p.m. and that Carrington Mortgage Services, LLC is commanded to appear at that time and show cause, if any, why a temporary injunction should not be issued against Carrington Mortgage Services, LLC

The Clerk of the above-entitled court shall issue a notice of entry of a temporary restraining order in conformity with the law and the terms of this Order, to include a copy of this Order, upon the filing by Plaintiff of the bond hereinafter set.

This Order shall not be effective until Plaintiff deposits with the Harris County District Clerk a bond in the amount of \$_____ in due conformity with applicable law.

SIGNED and ENTERED this the ____ day of _____, 2023, at _____ a.m./p.m.

PRESIDING JUDGE



Marilyn Burgess

HARRIS COUNTY DISTRICT CLERK

201 Caroline | P.O. Box 4651 | Houston, Texas 77210-4651 | 832-927-5800 | www.hcdistrictclerk.com

2/27/2023 3:11:18 PM
Marilyn Burgess - District Clerk
Harris County
Envelope No: 73151507
By: HALL, BRITTANY
Filed: 2/27/2023 3:11:18 PM

Request for Issuance of Service

CASE NUMBER: _____ CURRENT COURT: _____

Name(s) of Documents to be served: PETITION & TRO

FILE DATE: 2/27/2023 Month/Day/Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

Issue Service to: CARRINGTON MORTGAGE SERVICES LLC

Address of Service: 1500 SOUTH DOUGLAS ROAD STE 150

City, State & Zip: ANAHEIM, CA 92806

Agent (if applicable) c/o Corporate officer or Branch Manager

TYPE OF SERVICE/PROCESS TO BE ISSUED: (Check the proper Box)

- Citation Citation by Posting Citation by Publication Citations Rule 106 Service
- Citation Scire Facias Newspaper _____
- Temporary Restraining Order Precept Notice
- Protective Order
- Secretary of State Citation (\$12.00) Capias (not an E-Issuance) Attachment
- Certiorari Highway Commission (\$12.00)
- Commissioner of Insurance (\$12.00) Hague Convention (\$16.00) Garnishment
- Habeas Corpus Injunction Sequestration
- Subpoena
- Other (Please Describe) _____

(See additional Forms for Post Judgment Service)

SERVICE BY (check one):

- ATTORNEY PICK-UP (phone) _____
- MAIL to attorney at: _____
- CONSTABLE
- CERTIFIED MAIL by District Clerk
- CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ Phone: _____
- OTHER, explain _____

E-Issuance by District Clerk
(No Service Copy Fees Charged)

Note: The email registered with EfileTexas.gov must be used to retrieve the E-Issuance Service Documents. Visit www.hcdistrictclerk.com for more instructions.

Issuance of Service Requested By: Attorney/Party Name: Robert C Vilt Bar # or ID 00788586

Mailing Address: 5177 Richmond, 1142, Houston, TX 77056

Phone Number: 7138407570