



E945336

NOTICE

NOV-5-76 535645

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Prepared by the State Bar of Texas for use by Lawyers only. 5-74-108
To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

152-12-1688

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned, AARON GOODMAN, joined by his wife, Bessie Goodman and SOL GOODMAN, joined by his wife, Irene Louise Goodman
of the County of HARRIS and State of TEXAS for and
in consideration of the sum of Ten and 00/100----- DOLLARS

and other valuable consideration to the undersigned and by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the sum of SEVENTEEN THOUSAND EIGHT HUNDRED FORTY and 00/100 DOLLARS, paid to Grantors herein by STANDARD SAVINGS ASSOCIATION, a Texas corporation, at the instance and request of the Grantees herein, the receipt of which is hereby acknowledged, as evidence of which said Grantees have executed and delivered their one certain promissory note of even date herewith, in the principal sum of SEVENTEEN THOUSAND EIGHT HUNDRED FORTY and 00/100 (\$17,840.00) DOLLARS, payable to the order of the said STANDARD SAVINGS ASSOCIATION, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees.

[Handwritten signature]

FILED
NOV 5 3 23 PM 1976
COUNTY CLERK
HARRIS COUNTY, TEXAS

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to MACK H. HANNAH, JR., Trustee,
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
J. DON BONEY and wife PEGGY BONEY
of the County of HARRIS and State of TEXAS, all of the following described real
property in HARRIS County, Texas, to-wit:

152-12-1689

West Fifty (50') feet of Lots Five (5) and Six (6) in Block Five (5) of the Subdivision of a 10-acre HOLMAN OUTLOT SIXTY-FIVE (65), a subdivision in Harris County, Texas, according to the map of record in Volume 40, Page 521, of the Deed Records of Harris County, Texas

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

EXECUTED this 29th day of October, A.D. 1976

Isrene Goodman
Sol Goodman
Isrene Louise Goodman
Isrene Louise Goodman

Isrene Goodman
ARON GOODMAN
Isrene Goodman
Isrene Goodman

(Acknowledgment)

152-12-1690

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared

Irene Louise Goodman AARON GOODMAN and wife, Bessie Goodman and Sol Goodman and wife,
known to me to be the persons whose names subscribed to the foregoing instrument, and acknowledged to me
that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 29th day of October, A. D. 1946
Elio Oscar Lohr
Notary Public in and for Harris County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A. D. 19____

Notary Public in and for _____ County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A. D. 19____

Notary Public in and for _____ County, Texas.

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

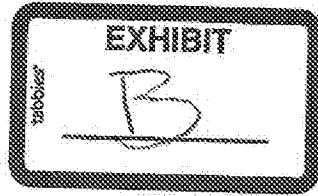
of _____
a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of
said corporation.

Notary
Given under my hand and seal of office on this the _____ day of _____, A. D. 19____
STATEWIDE TITLE
3401 LOUISIANA, SUITE 110
HOUSTON, TEXAS 77002

Notary Public in and for _____ County, Texas.

46-276 IF

4934454



STATE OF TEXAS I
COUNTY OF HARRIS I
DEED

05/06/83 00329834 4934454 \$7.00

045-94-2068

That, I, PEGGY BONEY, of Harris County, Texas, hereinafter called "GRANTOR", acting herein as the personal representative of the ESTATE OF J. DON BONEY, DECEASED, and pursuant to the Order of Probate Court No. One (1) of Harris County, Texas, dated the 28th day of March, 1980, entitled "Judgment", and entered in Probate Cause No. 160,931, styled ESTATE OF J. DON BONEY, DECEASED, pursuant to and in consideration of Section 38 of the Texas Probate Code, have GRANTED, CONVEYED and DISTRIBUTED unto J. DON BONEY, JR., the son of J. DON BONEY, DECEASED, in accordance with Section 38 of the Texas Probate Code all of the Undivided One-Half (1/2) Interest owned by J. DON BONEY, DECEASED in and to the following described tract or parcel of land situated in Harris County, Texas, to-wit:

West 1/2 of Lot 5 and the West 1/2 of Lot 6 of Block 5 of Holman Survey an addition in Houston, Harris County, Texas

D

TO HAVE AND TO HOLD the above-described real estate, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee's heirs and assigns forever.

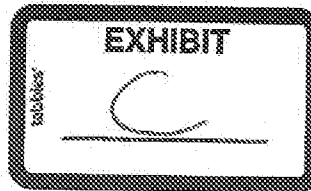
EXECUTED this 5th day of May, 1983.

Peggy Boney
PEGGY BONEY ADMINISTRATRIX
ESTATE OF J. DON BONEY DECEASED

12

FILED
MAY 6 4 10 PM 1983
Anita Richardson
COUNTY CLERK
HARRIS COUNTY, TEXAS

3
WJ
JD



RF-2016-222163
05/25/2016 RP1 \$24.00

SPECIAL WARRANTY DEED

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.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That Patricia Johnson, Katrina L. Ward and Mia R. Anderson, not joined by their respective spouses, if any, as their respective interests in the Property are their sole and separate property and estate (collectively, the "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Jonathan Anderson (the "Grantee"), whose address is set forth below, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the Grantee herein all the Grantor's undivided interest in and to that certain property (the "Real Property") lying and being situated in the above mentioned county, described as follows, to-wit:

3EF
IEE
D

Tracts 5 and 6, Block 5, of HOLMAN OUTLOT 65, according to the map or plat thereof of record in Harris County, Texas;

together with all the Grantor's undivided interest in and to (a) all improvements located on the Real Property, if any, (b) any and all appurtenances, easements or rights-of-way affecting the Real Property, and all of Grantor's rights, if any, to use the same, (c) any rights of ingress and egress to and from the Real Property and Grantor's rights to use the same, (d) the mineral rights, if any, owned by Grantor relating to the Real Property, and (e) all right, title and interest of Grantor, if any, in and to (i) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding the Real Property, (ii) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to the Real Property (however owned or claimed by Grantor), and (iii) all reversionary interests, if any, in and to the Real Property. The Real Property, together with the rights and interests set forth in (a) through (e), inclusive, are herein collectively referred to as the "Property". Notwithstanding any contrary provisions hereof, Grantor is conveying the rights set forth in (c) and (e) WITHOUT WARRANTY of any kind, whether express, implied or statutory.

This conveyance is made SUBJECT TO, all and singular, but only to the extent that the same are currently valid and enforceable against the Property, (a) all rights-of-ways and easements, whether of record or not, (b) all restrictions, covenants and conditions, reservations, mineral severances, oil and gas leases and all other instruments that affect the Property, and, (c) rights, if any, of adjoining property owners of fences situated on a common boundary line.

TO HAVE AND TO HOLD all the Grantor's undivided interest in and to the Property, subject to the matters herein set forth, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever; and the Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the all the Grantor's undivided interest in and to Property unto the Grantee, its successors and assigns, against every person

whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Whenever the context of this Special Warranty Deed requires, (a) the singular nouns and pronouns include the plural, (b) any gender includes the other genders and (c) the term "successors and assigns" includes legal representatives, heirs, executors, administrators, successors and assigns.

EXECUTED this 17th day of May, 2016.

GRANTOR:

Patricia Johnson
Patricia Johnson

Katrina L. Ward
Katrina L. Ward

Mia R. Anderson
Mia R. Anderson

Grantee's Address AND RETURN TO:

2213 Wheeler Street
Houston, Texas 77004

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of May, 2016, by Patricia Johnson.

KOURTNEY E. BALFOUR
Notary Public, State of Texas
My Commission Expires
October 11, 2018
NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of May, 2016, by Katrina L. Ward.

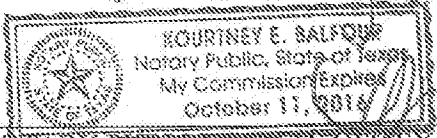
KOURTNEY E. BALFOUR
Notary Public, State of Texas
My Commission Expires
October 11, 2018
NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on the 17th day of May, 2016, by and
Mia R. Anderson.


NOTARY PUBLIC - STATE OF TEXAS

WID BOMBY ANDERSON DEED

FILED FOR RECORD
8:00 AM

MAY 25 2016

Stu Stewart
County Clerk, Harris County, Texas

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

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

MAY 25 2016



Stu Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

of Peggy Ruth Boney; that there are no United States Estate or State of Texas inheritance taxes due against the Estate of Peggy Ruth Boney.

That I am aware on the penalties of perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty shall not be fined more than \$2,000 or imprisoned more than 5 years or both. I am also aware that perjury in the execution of a false affidavit is a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am also aware that under Section 32.46 of the Texas Penal Code, a person commits an offense, if with the intent to defraud or harm a person, he, by deception, causes another to sign or execute any document affecting property or service of a pecuniary interest or any person, and that an offense under such Section is a felony of the third degree which is punishable by fine of \$5,000 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years."

Further Jonathan Anderson saith not.

STATEMENTS BY Giuseppe Cooks: "That I was well and personally acquainted with Peggy Ruth Boney for a period of over 10 years; that Peggy Ruth Boney was married twice, the first to Nathaniel Love, such marriage occurring in 1951 and ending upon the death of Nathaniel Love in 1965, and the second marriage being to Jew Don Boney, Sr., occurring in 1967 and ending upon the death of Jew Don Boney, Sr. in 1978; that the following children, only, were born of the marriage to Nathaniel Love:

1. Patricia Johnson, born on or about September 19, 1947; and
2. Charlotte Ruth Anderson, born on or about September 30, 1952 and who died, intestate in Houston, Harris County, Texas, on or about August 4, 2013; that her cause of death was Mitochondrial; that she left no last will and testament and no probate or other proceeding in connection with the Estate of Charlotte Ruth Anderson has been or will be filed in Harris County, Texas, or elsewhere, as none is necessary; that Charlotte Ruth Anderson was married twice, the first being to Don Ta Anderson, such marriage occurring on or about 1968 and ending upon the death of Don Ta Anderson in 1974, and the second marriage being to Kenneth Persons, such marriage occurring in 1980 and ending upon the death of Kenneth Persons in 1982; Charlotte Ruth Anderson had three (3) children, Katrina L. Ward, born on or about February 11, 1969, Mia R. Anderson, born on or about June 20, 1982, and Jonathan Anderson, born on or about May 19, 1984; that other than those three (3) children, no child or children were taken into the home of Charlotte Ruth Anderson for purposes of adoption;

that no children were born of the marriage of Jew Don Boney, Sr. and Peggy Ruth Boney nor taken into their home for purposes of adoption; that Peggy Ruth Boney departed this life on or about in Houston, Texas; that her cause of death was Mitochondrial; that she left no last will and testament and no probate or other proceeding in connection with the Estate of Peggy Ruth Boney has been or will be filed in Harris County, Texas, or elsewhere, as none is necessary; that a copy of Peggy Ruth Boney's Certificate of Death is attached hereto as an exhibit; that there were no other

children born to or adopted by Peggy Ruth Boney and none were taken into his home for the purposes of adoption; that I am an adult, my birth date being Aug 3, 1973 that my current address is set forth below.

That to the best of my knowledge and belief there are no unpaid debts owing by the Estate of Peggy Ruth Boney or there are sufficient funds of the Estate of Peggy Ruth Boney available to pay any debts owing by the Estate of Peggy Ruth Boney; that to the best of my knowledge and belief there are no United States Estate or State of Texas inheritance taxes due against the Estate of Peggy Ruth Boney.

That I am aware on the penalties of perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty shall not be fined more that \$2,000 or imprisoned more than 5 years or both. I am also aware that perjury in the execution of a false affidavit is a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am also aware that under Section 32.46 of the Texas Penal Code, a person commits an offense, if with the intent to defraud or harm a person, he, by deception, causes another to sign or execute any document affecting property or service of a pecuniary interest or any person, and that an offense under such Section if a felony of the third degree which is punishable by fine of \$5,000 and confinement in the Texas Department of Corrections for a term of not more that 10 years or less than 2 years."

Further Giuseppe Cooks saith not.

STATEMENTS BY Percy Creuzot: "That I was well and personally acquainted with Peggy Ruth Boney for a period of over 10 years; that Peggy Ruth Boney was married twice, the first to Nathaniel Love, such marriage occurring in 1951 and ending upon the death of Nathaniel Love in 1965, and the second marriage being to Jew Don Boney, Sr., occurring in 1967 and ending upon the death of Jew Don Boney, Sr. in 1978; that the following children, only, were born of the marriage to Nathaniel Love:

1. Patricia Johnson, born on or about September 19, 1947; and
2. Charlotte Ruth Anderson, born on or about September 30, 1952 and who died, intestate in Houston, Harris County, Texas, on or about August 4, 2013; that her cause of death was Natural; that she left no last will and testament and no probate or other proceeding in connection with the Estate of Charlotte Ruth Anderson has been or will be filed in Harris County, Texas, or elsewhere, as none is necessary; that Charlotte Ruth Anderson was married twice, the first being to Don Ta Anderson, such marriage occurring on or about 1968 and ending upon the death of Don Ta Anderson in 1974, and the second marriage being to Kenneth Persons, such marriage occurring in 1980 and ending upon the death of Kenneth Persons in 1982; Charlotte Ruth Anderson had three (3) children, Katrina L. Ward, born on or about February 11, 1969, Mia R. Anderson, born on or about June 20, 1982, and Jonathan Anderson, born on or about May 19, 1984; that other than those three

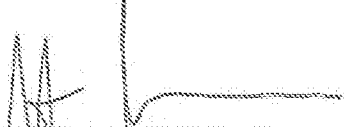
(3) children, no child or children were taken into the home of Charlotte Ruth Anderson for purposes of adoption;

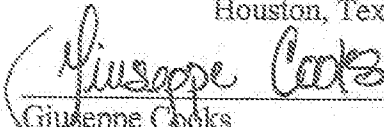
that no children were born of the marriage of Jew Don Boney, Sr. and Peggy Ruth Boney nor taken into their home for purposes of adoption; that Peggy Ruth Boney departed this life on or about in Houston, Texas; that her cause of death was Heart; that she left no last will and testament and no probate or other proceeding in connection with the Estate of Peggy Ruth Boney has been or will be filed in Harris County, Texas, or elsewhere, as none is necessary; that a copy of Peggy Ruth Boney's Certificate of Death is attached hereto as an exhibit; that there were no other children born to or adopted by Peggy Ruth Boney and none were taken into his home for the purposes of adoption; that I am an adult, my birth date being March 5, 1984; that my current address is set forth below.

That to the best of my knowledge and belief there are no unpaid debts owing by the Estate of Peggy Ruth Boney or there are sufficient funds of the Estate of Peggy Ruth Boney available to pay any debts owing by the Estate of Peggy Ruth Boney; that to the best of my knowledge and belief there are no United States Estate or State of Texas inheritance taxes due against the Estate of Peggy Ruth Boney.

That I am aware on the penalties of perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty shall not be fined more than \$2,000 or imprisoned more than 5 years or both. I am also aware that perjury in the execution of a false affidavit is a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am also aware that under Section 32.46 of the Texas Penal Code, a person commits an offense, if with the intent to defraud or harm a person, he, by deception, causes another to sign or execute any document affecting property or service of a pecuniary interest or any person, and that an offense under such Section is a felony of the third degree which is punishable by fine of \$5,000 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years."

Further Percy Creuzot saith not.


Jonathan Anderson
Address: 2213 Wheeler Street
Houston, Texas 77004

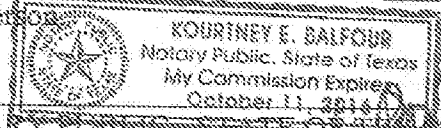

Giuseppe Cooks
Address: 15611 Windsor Bluff Drive
Cypress, Texas 77429

[Handwritten Signature]

Percy Creuzot
Address: 6905 Camway
Houston, Texas 77028

STATE OF TEXAS §
§
COUNTY OF HARRIS §

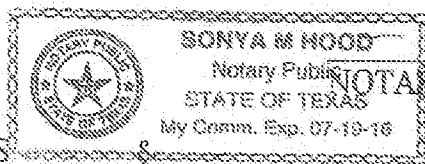
SUBSCRIBED AND SWORN TO BEFORE ME on this the 17th day of May, 2016, by Jonathan Anderson



NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

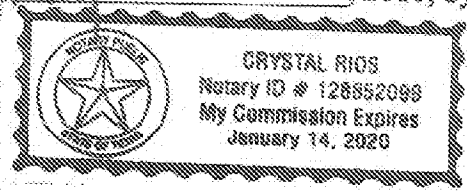
SUBSCRIBED AND SWORN TO BEFORE ME on this the 18th day of May, 2016, by Giuseppe Cooks.



[Handwritten Signature]
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

SUBSCRIBED AND SWORN TO BEFORE ME on this the 18 day of May, 2016, by Percy Creuzot.



[Handwritten Signature]
NOTARY PUBLIC - STATE OF TEXAS

WID BONEY ANDERSON HEIRSHIP AFFIDAVIT

After recording, return to:
Jonathan Anderson ✓
2213 Wheeler
Houston, Tx 77004

DT
52
L



Return To:
~~New Century Mortgage Corporation~~
18400 Von Karman, Suite 1000
Irvine, CA 92612

Return To:
CHICAGO TITLE INSURANCE CO.
5325 Katy Freeway, Suite Two
Houston, Texas 77007

Prepared By:
New Century Mortgage Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612

Y283264
02/25/05 200780553 \$52.00

[Space Above This Line For Recording Data]

DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS:

If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated February 16, 2005 together with all Riders to this document.
- (B) "Borrower" is J. DON BONEY, JR.

Borrower is the grantor under this Security Instrument.
(C) "Lender" is New Century Mortgage Corporation

Lender is a Corporation organized and existing under the laws of California

FILED
02 FEB 25 11:14 AM
REC'D
COUNTY OF DALLAS
TEXAS
kef

1600973209

Form 3044 1/01

TEXAS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

8(TX) (0311)

Page 1 of 10

Initials

(Handwritten initials)

Wife Mortgage Solutions (807)821-7391

CHICAGO TITLE
GF 399660

Lender's address is 18408 Von Karman, Suite 1000, Irvine, CA 92612

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is Eidon L. Youngblood

Trustee's address is
2711 North Haskell Avenue, Suite 2700 LB 25, Dallas, Texas 75206

(M) "Note" means the promissory note signed by Borrower and dated February 16, 2005
The Note states that Borrower owes Lender EIGHTY-SEVEN THOUSAND AND 00/100

Dollars
(U.S. \$87,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than March 1, 2035

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

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

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

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

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

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

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

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

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

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

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

(X) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used
in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Harris

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Legal Description Attached Hereto and Made a Part Hereof

Parcel ID Number: 0152670000005
2213/2215 WHEELER AVENUE
HOUSTON
("Property Address"):

which currently has the address of
[Street]
[City], Texas 77004 [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully 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.

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be



in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, so the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 9.

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

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

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

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

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

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



ten. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or asserting the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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



10 Any such agreements will not affect the right Borrower has - if any - with respect to the Mortgage Insurance under the Homeowner Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, in printed and visible consideration of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to enable a refund of any Mortgage Insurance premiums that were assessed at the time of such cancellation or termination.

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower may cure such a default and, if acceleration has occurred, reinstatement is provided in Section 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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



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

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

Subject to the provisions of Section 13, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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

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

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

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

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

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA



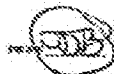
require in connection with a notice of transfer of ownership. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided in the Note purchaser.

Neither Borrower nor Lender has assumed, will, or is likely to assume liability for either an individual obligor or the condition or a default hereunder from the other party's actions pursuant to this Security Instrument or the extent that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 1.5) of such alleged breach and afforded the other party terms a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which more closely defines corrective action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of noncompliance and opportunity to cure given to Borrower pursuant to Section 22 and the notice of noncompliance given to Borrower pursuant to Section 14 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 21.

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

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

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



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

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

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

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

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

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.



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

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

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

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

Purchase Money.

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

Oweity of Partition.

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

Renewal and Extension of Liens Against Homestead Property.

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

Acknowledgment of Cash Advanced Against Non-Homestead Property.

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

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

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STATE OF TEXAS

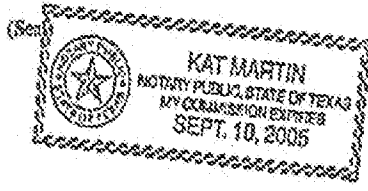
County of *Harris*

Before me *KATHERINE MARTIN* on this day personally appeared

JEU Don Boney, Jr. aka J. Don Boney, Jr.

known to me (or proved to me on the oath of
or through *Photo ID*) 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 *16th* day of *February*, 2005



Kat Martin
Notary Public

My Commission Expires:

030322-18 1-0372616

8(770) 0211

Page 18 of 18

JOB

1000975209

Form 3044 1/01

077 000399660

LEGAL DESCRIPTION

West 1/2 of Lot Five (5) and the West 1/2 of Lot Six (6) in Block Five (5), of Holman Outlet, a subdivision of a 10 acre Outlet #5 according to the map or plat thereof recorded in Volume 40, Page 521A of the Deed Records of Harris County, Texas. D

11/17 12:03:22 PM

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 15th day of February, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to New Century Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2213/2215 WHEELER AVENUE, HOUSTON, TX 77004

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. **ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. **USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. **SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. **RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

1000973209

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01

57R (0401).01

Page 1 of 3

Initials

JOB

VMP Mortgage Solutions
(800)521-7291

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 8 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

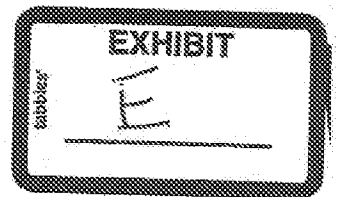
If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.



NOTICE OF ACCELERATION OF MATURITY

Date: October 27, 2022

J. DON BONEY, JR.

Re: Mortgage Servicer: PHH Mortgage Corporation
T.S.No.: 2022-00864-TX
Property Address: 2213/2215 WHEELER AVENUE, HOUSTON, TX 77004

This document is regarding the Promissory Note dated 02/16/2005 in the amount of \$87,000.00, executed by JEW DON BONEY, JR., and payable to the order of New Century Mortgage Corporation as therein provided, secured by a deed of trust (the "Deed of Trust") dated 02/16/2005 of even date therewith, and recorded in Harris County, Texas, covering the property described in the enclosed Notice of Substitute Trustee's Sale.

PHH Mortgage Corporation ("Servicer"), is acting as the mortgage servicer for U.S. Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2005-CB5 who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. The Servicer represents the Mortgagee, whose address is:

C/O PHH Mortgage Corporation
1 Mortgage Way
Mt. Laurel, NJ 08054
Phone: 877-744-2506

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

The Servicer also represents the Beneficiary named in the Deed of Trust referenced above. The Servicer hereby rescinds all prior acceleration notices. The rescission of prior acceleration notices does not act as a waiver or any rights nor does the rescission(s) suspend the current rights or claims of Mortgagee, its successor or assigns. Mortgagee reserves the right to accelerate in this notice or in a separate notice and may continue to collect the debt owed by Borrower.

You have previously been advised by letter dated 07/07/2022, of certain defaults under the Note or Deed of Trust and informed of the intent to accelerate the maturity date of the Note if defaults therein were not cured within the specified time period. Because of defaults in complying with the terms and provisions of the Note and Deed of Trust, notice is hereby given that the present legal holder of the Note HAS ACCELERATED THE MATURITY DATE OF THE NOTE. As a result of such acceleration, the entire unpaid principal balance of the Note and all accrued interest and all other sums lawfully owing on the Note or under the Deed of Trust are now due and payable and demand is hereby made for the immediate payment in full of all such sums. As of 11/21/2022, the total amount due is \$120,229.64.

Any acceleration of the Note made prior to sending this Notice is hereby rescinded in accordance with the Texas Practice and Remedies Code §16.038.

YOU WILL, THEREFORE, TAKE NOTICE that, pursuant to Section 51.002 of the Texas Property Code, a Notice of Substitute Trustee's Sale (the "Notice") will be posted at the courthouse door of Harris County, Texas, and a copy of the Notice will be filed in the office of the County Clerk of Harris County, Texas. A copy of the Notice is enclosed herein.

You are further notified that, in accordance with the terms of the Deed of Trust, and subject to the provisions, if any, in the Note or Deed of Trust regarding your opportunity to reinstate, if payment in full of the outstanding principal balance of the Note, together with all interest accrued thereon and all other lawful charges and attorney's fees incurred to date are not received before the foreclosure sale, the liens created under the Deed of Trust will be foreclosed on 12/06/2022, as specified in the Notice, and any sums received at the foreclosure sale shall be applied as set forth in the Deed of Trust. As of 11/21/2022, the amount necessary for you to pay in order to cure the existing defaults and reinstate your loan is \$15,605.14. This amount is only an estimate and is subject to change, the borrower should contact the servicer for an updated reinstatement amount.

In the event the subject property is sold at foreclosure for an amount not sufficient to satisfy the entire unpaid balance of the Note plus accrued but unpaid interest thereon plus escrow charges, late charges, default interest, trustee's fees, attorney's fees, and expenses incurred in connection with the foreclosure, you may be liable for the deficiency.

If you have received a discharge in bankruptcy, the lender does not seek a monetary judgment against you but only seeks possession of the collateral which is security for the debt.

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

Dated: October 27, 2022

Stephanie Spurlock, Camisha Scott, Iman Walcott,
Tanesha Humphrey, Claire Buxton, Monique Patzer, -
Attorney or Authorized Agent of The Mortgagee or Mortgage
Servicer

By:


Monique Patzer, Trustee Sale Assistant

**POWER DEFAULT SERVICES, INC. MAY BE ACTING AS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR
THAT PURPOSE.**



Notice of [Substitute] Trustee Sale

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.

1. Date, Time and Place of Sale.

Date: 12/06/2022

Time: The sale will begin at 10:00 AM or not later than three hours after that time

Place: Harris County, Texas at the following location: 11,681 Square Feet area of covered concrete, being a 13,979 Square Feet area of covered concrete under the Bayou City Event Center Pavilion, save and except a 2,298 Square Feet Concession and Restroom area under said Pavilion, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE AS THE PLACE WHERE FORECLOSURE SALES ARE TO TAKE PLACE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS

Property Address: 2213/2215 WHEELER AVENUE, HOUSTON, TX 77004

2. Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee 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. Any conveyance of the property is subject to all matters of record affecting the property.

3. Instrument to be Foreclosed: The instrument to be foreclosed is the Deed of Trust or Contract Lien dated 02/16/2005 and recorded 02/25/2005 in Book RP 002-01 Page 0191 Document Y283264, real property records of Harris County, Texas, with DON BONEY, JR. grantor(s) and NEW CENTURY MORTGAGE CORPORATION as Lender, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-CB5 as Beneficiary.

4. Appointment of Substitute Trustee: In accordance with Texas Property Code Sec. 51.0076, the undersigned authorized agent for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

5. Obligation Secured: Deed of Trust or Contract Lien executed by DON BONEY, JR., securing the payment of the indebtedness in the original principal amount of \$37,000.00, and obligations therein described including but not limited to the promissory note; and all modifications, renewals and extensions of the promissory note. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-CB5 is the current mortgagee of the note and deed of trust or contract lien.



Notice of [Substitute] Trustee Sale

6. **Default:** A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.

7. **Property to be sold:** The property to be sold is described as follows:

West 1/2 of Lot Five (5) and the West 1/2 of Lot Six (6) in Block Five (5), of HOLMAN OUTLOT, a subdivision of a 10 acre outlot 65 according to the map or plat thereof recorded in Volume 40, Page 521A of the Deed Records of Harris County, Texas.

8. **Mortgage Servicer Information:** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the property referenced above. PHH Mortgage Corporation, as Mortgage Servicer, is representing the current mortgagee, whose address is:

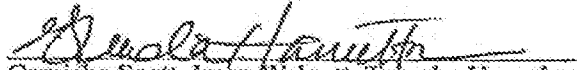
C/O PHH Mortgage Corporation
1 Mortgage Way Mt. Laurel, NJ 08054
Phone: 877-744-2506

Notice of [Substitute] Trustee Sale

9. **Limitation of Damages:** If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney.

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.

Date: October 25, 2022



Camisha Scott, Iman Walcott, Tanesha Humphrey, Claire Buxton, Glenda Hamilton – Attorney or Authorized Agent of The Mortgagee or Mortgage Servicer

C/O Power Default Services, Inc.
2300 Lakeview Parkway, Suite 756
Alpharetta, GA 30009
Telephone: 855-427-2204
Fax: 866-960-8298

POWER DEFAULT SERVICES, INC. MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

Certificate of Posting
I am _____ whose address is c/o AVT Title Services, LLC, 3177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on _____ I filed this Notice of Foreclosure Sale at the office of the Harris County Clerk and caused it to be posted at the location directed by the Harris County Commissioners Court.



TS No.: 2022-00864-TX

Power Default Services, Inc.
2300 Lakeview Parkway, Suite 756
Alpharetta, GA 30009
(855)427-2204

NOTICE OF ACCELERATION OF MATURITY

TS No.: 2022-00864-TX

County: Harris

Borrower Name: J. DON BONEY, JR.

Address: 2213/2215 WHEELER AVENUE, HOUSTON, TX 77004

**IMPORTANT INFORMATION IS CONTAINED
WITHIN THE ATTACHED NOTICE**

PLEASE READ CAREFULLY

**POWER DEFAULT SERVICES, INC. MAY BE ACTING AS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY
BE USED FOR THAT PURPOSE.**

