

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.

HOMESTEAD LIEN CONTRACT AND DEED OF TRUST

RECORDATION REQUESTED BY:
Zions Bancorporation, N.A. dba Amegy Bank
Holcombe Blvd-Greenbriar St
TH 0111 8145
PO BOX 3016
Houston, TX 77253-3016

WHEN RECORDED MAIL TO:
Zions Bancorporation, N.A. dba Amegy Bank
Consumer Loan Servicing, UT ZTC4 0853
PO Box 30160
Salt Lake City, UT 84130-0160

SEND TAX NOTICES TO:
GEORGE HITTNER
ERICA HITTNER
2402 GLEN HAVEN BLVD
HOUSTON, TX 77030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



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THE CREDIT SECURED BY THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST IS AN EXTENSION OF CREDIT DEFINED BY AND SUBJECT TO SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION.

THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST dated June 6, 2023, is made and executed between GEORGE HITTNER AND WIFE, ERICA HITTNER, whose address is 2402 GLEN HAVEN BLVD, HOUSTON, TX 77030 (referred to below as "Owner") and Zions Bancorporation, N.A. dba Amegy Bank, whose address is TH 0111 8145, PO BOX 3016, Houston, TX 77253-3016 (referred to below as "Lender").

GRANT OF LIEN. For valuable consideration, Owner grants a lien under Section 50(a)(6), Article XVI, Texas Constitution in and to the following described real property, together with all Improvements, all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the Improvements, or the Real Property, and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to (the "Real Property") located in HARRIS County, State of Texas:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN HARRIS COUNTY, TEXAS, TO WIT:
LOT THIRTY-NINE (39) AND THE ADJOINING E. TEN (10) FEET OF LOT THIRTY-EIGHT (38), IN BLOCK TWENTY-FOUR (24), OF BRAESWOOD, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 16, PAGE 36 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. BEING THE SAME PROPERTY CONVEYED TO GEORGE HITTNER AND WIFE, ERICA HITTNER BY DEED FROM ELIZABETH ALHAND, ACTING HEREIN BY AND THROUGH HER DULY APPOINTED AGENT ROSS S. VANWASSENHOVE AND SPOUSE, ROSS S. VANWASSENHOVE RECORDED JANUARY 28, 2020 IN DEED DOCUMENT NO. RP-2020-39123 RECORDED IN THE HARRIS COUNTY, TEXAS

The Real Property or its address is commonly known as 2402 GLEN HAVEN BLVD, HOUSTON, TX 77030. The Real Property tax identification number is 062-028-024-0038.

Owner conveys the Real Property to Trustee in trust for the benefit of Lender as hereinafter set forth.

REVOLVING LINE OF CREDIT. This Homestead Lien Contract secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances

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may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Owner and Lender that this Homestead Lien Contract secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF OWNER'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST. THIS HOMESTEAD LIEN CONTRACT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

HOMESTEAD PROPERTY. Owner represents to Lender that the Property is Owner's homestead. If a part of the Property is not now, or at any time in the future is determined not to be, Owner's homestead, Lender hereby disclaims any lien on such non-homestead property, it being Lender's intention to obtain a lien hereunder, as provided for by Section 50(a)(6), Article XVI, Texas Constitution, in Owner's homestead property only. If the Property, as a whole, is determined not to be Owner's homestead, this lien shall be governed by other applicable Texas law. Lender is a financial institution that qualifies to make loans pursuant to Section 50(a)(6), Article XVI, Texas Constitution as described in Section 50(a)(6)(P), Article XVI, Texas Constitution.

OWNER'S REPRESENTATIONS AND PROMISES WITH RESPECT TO THE PROPERTY. Owner represents and promises to Lender that: (a) this Homestead Lien Contract is executed at Borrower's request and not at the request of Lender; (b) Owner has the full power, right, and authority to enter into this Homestead Lien Contract and to hypothecate the Property; (c) the provisions of this Homestead Lien Contract do not conflict with, or result in a default under any agreement or other instrument binding upon Owner and do not result in a violation of any law, regulation, court decree or order applicable to Owner; (d) Owner has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Owner about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Homestead Lien Contract, Borrower shall pay to Lender all indebtedness secured by this Homestead Lien Contract as it becomes due, and Borrower and Owner shall strictly perform all Borrower's and Owner's obligations under this Homestead Lien Contract.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Owner agree that Borrower's and Owner's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Owner shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Owner shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Owner will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Owner and of which Owner has informed Lender in writing prior to Owner's signing of this Homestead Lien Contract.

Removal of Improvements. Owner shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Owner to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Owner's compliance with the terms and conditions of this Homestead Lien Contract.

Compliance with Governmental Requirements. Owner shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Owner has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Owner to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Owner agrees neither to abandon or leave unattended the Property. Owner shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Homestead Lien Contract upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Homestead Lien Contract:

Payment. Owner shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Owner shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Homestead Lien Contract, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Homestead Lien Contract.

Right to Contest. Owner may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Owner shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Owner has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Owner shall defend itself and Lender and shall satisfy any adverse

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judgment before enforcement against the Property. Owner shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Owner shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Owner shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Owner will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Owner can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Homestead Lien Contract:

Maintenance of Insurance. Owner at Lender's request shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Owner shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Owner or any other person. The Real Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area. Owner agrees to obtain and maintain flood insurance, if available, for the maximum amount of Borrower's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Owner shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Owner fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Owner shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Owner from the proceeds for the reasonable cost of repair or restoration if Owner is not in default under this Homestead Lien Contract. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Homestead Lien Contract, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Owner as Owner's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Homestead Lien Contract, to the extent compliance with the terms of this Homestead Lien Contract would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Homestead Lien Contract for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Owner fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. To the extent permitted by law, all such expenses shall bear interest at the rate charged under the Credit Agreement, or, except for expenses related to insurance, at any default rate stated in the Credit Agreement. The Homestead Lien Contract also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Homestead Lien Contract:

Title. Owner warrants that: (a) Owner holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Homestead Lien Contract, and (b) Owner has the full right, power, and authority to execute and deliver this Homestead Lien Contract to Lender.

Defense of Title. Subject to the exception in the paragraph above, Owner warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Owner's title or the interest of Lender under this Homestead Lien Contract, Owner shall defend the action at Owner's expense. Owner may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Owner will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Owner warrants that the Property and Owner's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Homestead Lien Contract:

Existing Lien. The lien of this Homestead Lien Contract securing the Indebtedness shall be subordinate to the lien securing payment of an existing obligation with an account number of 582352 to CHAPPELL HILL BANK. The existing obligation has a current principal balance of approximately \$463,524.00 and is in the original principal amount of \$500,000.00. The obligation has the following payment terms: \$2,534.00 per Month. Owner expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

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No Modification. Owner shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Homestead Lien Contract by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Owner shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Homestead Lien Contract:

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Owner shall promptly notify Lender in writing, and Owner shall promptly take such steps as may be necessary to defend the action and obtain the award. Owner may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Owner will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Homestead Lien Contract:

Current Taxes, Fees and Charges. Upon request by Lender, Owner shall execute such documents in addition to this Homestead Lien Contract and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. To the extent permitted by applicable law, Owner shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Homestead Lien Contract, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Homestead Lien Contract.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Homestead Lien Contract or upon all or any part of the indebtedness secured by this Homestead Lien Contract; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Homestead Lien Contract; (3) a tax on this type of Homestead Lien Contract chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Homestead Lien Contract, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Owner either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Homestead Lien Contract:

Further Assurances. At any time, and from time to time, upon request of Lender, Owner will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Owner's obligations under the Credit Agreement, this Homestead Lien Contract, and the Related Documents, and (2) the liens and security interests created by this Homestead Lien Contract on the Property, whether now owned or hereafter acquired by Owner. Unless prohibited by law or Lender agrees to the contrary in writing, Owner shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. To the extent permitted by applicable law, if Owner fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Owner and at Owner's expense. For such purposes, Owner hereby irrevocably appoints Lender as Owner's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Pursuant to Section 50(a)(6)(Q)(vii), Article XVI, Texas Constitution, within a reasonable time after termination and full payment of the indebtedness, Lender shall cancel and return the Credit Agreement to Borrower and give Owner, in recordable form, a release of the lien securing the indebtedness or a copy of an endorsement of and assignment of the lien to a lender that is refinancing the indebtedness. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

EVENTS OF DEFAULT. Owner will be in default under this Homestead Lien Contract if any of the following happen: (A) Owner commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Borrower's or Owner's income, assets, liabilities, or any other aspects of Borrower's or Owner's financial condition. (B) Borrower does not meet the repayment terms of the Credit Agreement. (C) Owner's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. After giving any required notice of default and after Borrower's failure to cure the default during any required cure period, Lender may declare due the entire indebtedness. However, pursuant to Section 50(a)(6)(J), Article XVI, Texas Constitution, the indebtedness will not be accelerated simply due to a decline in the market value of the Property nor for a default under any debt not secured by the Property.

Foreclosure By Court Order Only. Pursuant to Section 50(a)(6)(D), Article XVI, Texas Constitution, the lien granted by this Homestead Lien

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Contract may be foreclosed only by court order. If Lender forecloses upon the lien granted in this Homestead Lien Contract, Lender will comply with the applicable rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings as those rules may change from time to time, or Lender may exercise such other remedy as may be available to Lender for loans made pursuant to the authority of Section 50(a)(6), Article XVI of the Texas Constitution. When Lender has complied with the appropriate procedures to obtain permission to foreclose pursuant to Section 51.002 of the Texas Property Code, as it may be amended from time to time, Lender may request the Trustee to foreclose by power of sale and the Trustee shall do so consistently with the rules of civil procedure and Section 51.002 of the Texas Property Code. The Trustee shall have all the powers granted to a trustee under the terms of Section 51.002 of the Texas Property Code and all amendments thereto and all other rights and remedies that are now available to or may hereafter be granted to Trustee to the extent such rights and remedies are consistent with loans made pursuant to the authority of Section 50(a)(6), Article XVI of the Texas Constitution. Lender may appoint in writing a substitute or successor Trustee, succeeding to all rights and responsibilities of Trustee. If an Event of Default occurs, and after court order, Trustee is requested by Lender to foreclose this lien, the Trustee shall (1) either personally or by agent, give notice of the foreclosure sale as required by the Texas Property Code as then amended, (2) sell and convey all or part of the Property to the highest bidder for cash with a general warranty deed binding Owner, subject to prior liens and to other exception to conveyance and warranty, and (3) from the proceeds of the sale, pay in order: (a) expenses of foreclosure; (b) to Lender the full amount of principal, interest and other permitted charges; (c) any amounts required by law to be paid before payments to Owner; and (d) to Owner any balance; provided also that Lender may purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited against the indebtedness evidenced hereby.

No Deficiency Judgment. Pursuant to Section 50(a)(6)(C), Article XVI, Texas Constitution, Lender shall not obtain a judgment from Owner or Owner's spouse for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Rights and Remedies on Default section unless the Indebtedness was obtained by Owner or Owner's spouse by actual fraud.

Other Remedies. Lender shall have all other rights and remedies provided in this Homestead Lien Contract or the Credit Agreement or available at law or in equity.

Cure Notice. Owner acknowledges and agrees that Section 50(a)(6)(Q)(x), Article XVI, Texas Constitution provides Lender and any holder of this Homestead Lien Contract with the right to correct a failure to comply with Lender's or holder's obligations under the extension of credit. A notice of non-compliance with applicable law to Lender or the holder of this Homestead Lien Contract may be in writing and mailed to:

Zions Bancorporation, N.A. dba Amegy Bank
PO BOX 3016 RT 700
Houston, TX 77253-3016

or to a different address if Owner is given notice pursuant to this Homestead Lien Contract of that different address.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Owner's obligations under this Homestead Lien Contract, after Owner's failure to do so, that decision by Lender will not affect Lender's right to declare Owner in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Homestead Lien Contract, Lender shall be entitled to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Owner also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Homestead Lien Contract, Lender shall be entitled to recover from Owner Lender's reasonable attorneys' fees to the extent permitted by law, and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

NOTICES. Any other notice required to be given under this Homestead Lien Contract shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Homestead Lien Contract. Any person may change his or her address for notices under this Homestead Lien Contract by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Owner agrees to keep Lender informed at all times of Owner's current address. Unless otherwise provided or required by law, if there is more than one Owner, any notice given by Lender to any Owner is deemed to be notice given to all Owners. It will be Owner's responsibility to tell the others of the notice from Lender.

TEXAS HOME EQUITY LOAN TERMS. The following terms reflect the requirements of Sections 50(a)(6) and 50(t), Article XVI, Texas Constitution (both of which govern this Homestead Lien Contract and to which this Homestead Lien Contract is subject). Some of the following are Owner's acknowledgments, representations, and warranties, but all of the following are part of this Homestead Lien Contract and are binding on Owner and Lender: (A) This Homestead Lien Contract is made of Owner's own free will, and each Owner and spouse of each Owner of the Property are signing this Homestead Lien Contract; (B) The maximum principal amount of the Indebtedness, along with all other debts secured by the Property, does not exceed 80 percent of the fair market value of the homestead on the date the extension of credit is made; further, if the aggregate sum of outstanding principal balance, including amounts outstanding under the Indebtedness, ever equals or exceeds eighty percent (80%) of Owner's homestead's fair market value at the time of the origination of this Indebtedness, Borrower will not be able to obtain any advances until such sum is paid down to less than eighty percent (80%) of Owner's homestead's fair market value at the time of the origination of this Indebtedness; (C) The terms of the Indebtedness do not require Owner to pay, in addition to any interest or any bona fide discount points used to buy down the interest rate, any fees to originate, evaluate, maintain, record, insure, or service the Indebtedness that exceed, in the aggregate, two percent (2%) of the original principal amount of the extension of credit (except for any fees for an appraisal performed by a third party appraiser, a property survey performed by a state registered or licensed surveyor, a state base premium for a mortgagee policy of title insurance with endorsements established in accordance with state law, or a title examination report that has a cost less than the state base premium for a mortgagee policy of title insurance without such endorsements, which are not encompassed by such

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**HOMESTEAD LIEN CONTRACT AND DEED OF TRUST
(Continued)**

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prohibition); (D) The Indebtedness is a home equity line of credit in accord with Sections 50(a)(6)(F) and 50(t), Article XVI, Texas Constitution; (E) The Indebtedness may be paid in advance without penalty or other charge because of such advance payment; (F) The Indebtedness is not secured by any additional real or personal property other than the homestead; (G) The Indebtedness is either the only debt secured by the Property at the time the Indebtedness is made or all other debts secured by the Property are made for a purpose described in Subsections (a)(1) through (a)(5) or Subsection (a)(8) of Section 50, Article XVI, Texas Constitution; (H) The Indebtedness must be scheduled to be repaid in a manner consistent with the requirements of Sections 50(a)(6)(L)(ii) and 50(t)(8), Article XVI, Texas Constitution; (I) The Indebtedness is closed on or after the 12th day after the later of the date that Borrower submitted a loan application for the Indebtedness or Lender provided Owner with the Notice Concerning Extensions of Credit; (J) The Indebtedness is closed on or after one business day after the date that Owner received a copy of the loan application, if not previously provided, and a final itemized disclosure of the actual fees, points, interest, costs, and charges that will be charged at closing, unless Owner provided written consent to receive these documents on the date of closing due to a bona fide emergency or another good cause; (K) The Indebtedness is closed on or after the first anniversary of the closing date of any other Texas home equity loan on the Property as described by Section 50(a)(6), Article XVI, Texas Constitution, except a refinance to cure a defect in an existing Texas home equity loan, unless Owner requested an earlier closing on oath due to a state of emergency that has been declared by the President of the United States or the Governor of Texas and applies to the area where the Property is located; (L) The Indebtedness was closed only at the office of Lender; the office of an attorney at law; or at a title company; (M) Lender must contract for a fixed or variable rate of interest authorized under applicable law; (N) The Indebtedness is a home equity line of credit under which the Borrower requests advances, repays money, and reborrows money; (O) The minimum amount of any credit advance permitted under the Indebtedness is \$4,000.00; (P) A credit card, debit card, or similar device, or a preprinted check that Borrower has not requested may not be used to obtain an advance under the Indebtedness; (Q) Pursuant to Section 50(t)(4), Article XVI, Texas Constitution, any fees collected to originate, evaluate, maintain, record, insure, or service this Indebtedness are charged at the time the home equity line of credit representing the Indebtedness is opened and no fee is charged or collected in connection with any debit or advance; (R) Under Section 50(t)(7), Article XVI, Texas Constitution, we may not unilaterally amend the terms of the Indebtedness; (S) Repayment will be made consistent with the requirements of Section 50(t)(8), Article XVI, Texas Constitution, which governs the frequency, amount, and timing of repayment; and (T) The other requirements of Sections 50(a)(6) and 50(t), Article XVI, Texas Constitution set forth in other sections of this Homestead Lien Contract.

TEXAS HOME EQUITY LOAN CONDITIONS. The Indebtedness is made under the following conditions: (A) Owner is not required to apply the proceeds of the Indebtedness to repay another debt except debt secured by the Property or debt to another lender; (B) Owner is not required to assign wages as security for the Indebtedness; (C) Owner is not required to sign any instrument in which blanks are left to be filled in; (D) Owner will not be required to sign a confession of judgment or power of attorney to Lender or to a third person to confess judgment or to appear for the owner in a judicial proceeding; (E) Lender, at the time the extension of credit is made, will provide Owner with a copy of the final loan application and all documents executed by Owner at closing related to the Indebtedness; (F) The Indebtedness is secured by a deed of trust or security instrument that discloses that the extension of credit is the type of credit defined by Section 50(a)(6), Article XVI, Texas Constitution; (G) Within a reasonable time after termination and full payment of the Indebtedness, Lender will cancel and return the promissory note and deliver, in recordable form, a release of the lien securing the Indebtedness or a copy of an endorsement or assignment of the lien to a lender that is refinancing the Indebtedness; (H) Owner, and Owner's spouse, if married, may, within three days after the extension of credit is made, rescind the extension of credit without penalty or charge; (I) Owner and Lender sign a written acknowledgment as to the fair market value of the homestead on the date the extension of credit is made; (J) Except as provided otherwise in this paragraph, but only to the extent required by Section 50(a)(6), Article XVI, Texas Constitution, Lender shall forfeit all principal and interest of the extension of credit if Lender fails to comply with Lender's obligations under the extension of credit, and fails to correct the failure to comply not later than the 60th day after the date Owner notifies Lender of Lender's failure to comply by: (i) paying to Borrower an amount equal to any overcharge paid by Borrower under or related to the Indebtedness if Borrower has paid an amount that exceeds an amount stated in Section 50(a)(6)(E),(G), or (O), Article XVI, Texas Constitution; (ii) sending Owner a written acknowledgment that the lien is valid only in the amount that the extension of credit does not exceed the percentage described by Section 50(a)(6)(B), Article XVI, Texas Constitution, if applicable, or is not secured by property described in Section 50(a)(6)(H), Article XVI, Texas Constitution; (iii) sending Borrower a written notice modifying any other amount, percentage, term, or other provision prohibited by this section to a permitted amount, percentage, term, or other provision and adjusting Borrower's account to ensure that Borrower is not required to pay more than an amount permitted by Section 50(a)(6), Article XVI, Texas Constitution, and neither Borrower nor Owner is subject to any other term or provision prohibited by Section 50, Article XVI, Texas Constitution; (iv) delivering the required documents to Owner if Lender fails to comply with Section 50(a)(6)(Q)(v), Article XVI, Texas Constitution, or obtaining the appropriate signatures if Lender fails to comply with Section 50(a)(6)(Q)(ix), Article XVI, Texas Constitution; (v) sending Borrower a written acknowledgment, if the failure to comply is prohibited by Section 50(a)(6)(K), Article XVI, Texas Constitution, that the accrual of interest and all of Borrower's obligations under the extension of credit are abated while any prior lien prohibited under Section 50(a)(6)(K) remains secured by the homestead; or (vi) if the failure to comply cannot be cured by any of the means set forth above within this paragraph, curing the failure to comply by a refund or credit to Borrower of \$1,000.00 and offering Borrower the right to refinance the Indebtedness with Lender for the remaining term of the Indebtedness at no cost to Borrower on the same terms, including interest, as the original extension of credit with any modifications necessary to comply with Section 50(a)(6), Article XVI, Texas Constitution, or on terms on which Lender and Owner otherwise agree that comply with Section 50(a)(6), Article XVI, Texas Constitution; and (K) Lender shall forfeit all principal and interest of the extension of credit if the extension of credit is made by a person other than a person described under Section 50(a)(6)(P), Article XVI, Texas Constitution or if the lien was not created under a written agreement with the consent of each owner and each owner's spouse, if married, unless each owner and each owner's spouse who did not initially consent subsequently consents.

NOTICE OF FINAL AGREEMENT. This document and all other documents relating to this Loan constitute a written loan Agreement which represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties relating to this Loan.

VOLUNTARY LIEN. The lien against the Property is a voluntary lien and this Homestead Lien Contract and Deed of Trust is a written agreement that shows the consent of each owner and each owner's spouse.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Homestead Lien Contract:

Amendments. What is written in this Homestead Lien Contract and in the Related Documents is Owner's entire agreement with Lender concerning the matters covered by this Homestead Lien Contract. To be effective, any change or amendment to this Homestead Lien Contract must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Governing Law. This Homestead Lien Contract is subject to and will be governed first by Sections 50(a)(6) and (e) - (j), Article XVI, of the Texas Constitution, then federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas. This Homestead Lien Contract has been accepted by Lender in the State of Texas.

Choice of Venue. If there is a lawsuit, and if the transaction evidenced by this Homestead Lien Contract occurred in Harris County, Owner

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**HOMESTEAD LIEN CONTRACT AND DEED OF TRUST
(Continued)**

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agrees upon Lender's request to submit to the jurisdiction of the courts of Harris County, State of Texas.

Caption Headings. Caption headings in this Homestead Lien Contract are for convenience purposes only and are not to be used to interpret or define the provisions of this Homestead Lien Contract.

Joint and Several Liability. All obligations of Borrower and Owner under this Homestead Lien Contract shall be joint and several, and all references to Owner shall mean each and every Owner, and all references to Borrower shall mean each and every Borrower. This means that each Owner signing below is responsible for all obligations in this Homestead Lien Contract.

Merger. There shall be no merger of the interest or estate created by this Homestead Lien Contract with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

No Waiver by Lender. Owner understands Lender will not give up any of Lender's rights under this Homestead Lien Contract unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Owner will not have to comply with the other provisions of this Homestead Lien Contract. Owner also understands that if Lender does consent to a request, that does not mean that Owner will not have to get Lender's consent again if the situation happens again. Owner further understands that just because Lender consents to one or more of Owner's requests, that does not mean Lender will be required to consent to any of Owner's future requests. Owner waives presentment, demand for payment, protest, notice of dishonor, notice of intent to accelerate, and notice of acceleration.

Savings Clause. The Indebtedness will conform strictly to the provisions of the Texas Constitution applicable to extensions of credit as defined by Texas Constitution, Article XVI, Section 50(a)(6). It is agreed that notwithstanding any provision of this Homestead Lien Contract to the contrary, in no event shall this Homestead Lien Contract or any other document executed in connection herewith require or permit any action which would be prohibited by Section 50(a)(6), Art. XVI, Texas Constitution, and all provisions of this Homestead Lien Contract shall be modified to comply fully with Section 50(a)(6), Art. XVI, Texas Constitution as set out in Texas Constitution, Article XVI, Section 50(a)(6) or other applicable law. In particular, this section means (among other things), that Owner does not agree or intend to pay, and Lender does not agree or intend to contract for, charge or collect, any amount in the nature of a fee or charge for the Indebtedness which would in any way or event cause Lender to charge or collect more for extension of credit than the maximum Lender would be permitted to charge or collect by the laws of the State of Texas.

Severability. If a court finds that any provision of this Homestead Lien Contract is not valid or should not be enforced, that fact by itself will not mean that the rest of this Homestead Lien Contract will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Homestead Lien Contract even if a provision of this Homestead Lien Contract may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Homestead Lien Contract on transfer of Owner's interest, this Homestead Lien Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Owner, Lender, without notice to Owner, may deal with Owner's successors with reference to this Homestead Lien Contract and the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Homestead Lien Contract.

DEFINITIONS. The following words shall have the following meanings when used in this Homestead Lien Contract:

Borrower. The word "Borrower" means GEORGE J HITTNER.

Credit Agreement. The words "Credit Agreement" mean the note or credit agreement dated June 6, 2023, in the principal amount of \$400,000.00 from GEORGE J HITTNER to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement. **NOTICE TO OWNER: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Homestead Lien Contract in the default section of this Homestead Lien Contract.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Homestead Lien Contract.

Homestead Lien Contract. The words "Homestead Lien Contract" mean this Homestead Lien Contract and Deed of Trust between Owner and Lender.

Improvements. The word "Improvements" means all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Owner's obligations or expenses incurred by Lender to enforce Owner's obligations under this Homestead Lien Contract, together with interest on such amounts as provided in this Homestead Lien Contract.

Lender. The word "Lender" means Zions Bancorporation, N.A. dba Amegy Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Owner. The word "Owner" means GEORGE HITTNER and ERICA HITTNER and any and all persons and entities executing this Homestead Lien Contract, including without limitation all Borrowers and Owners named above.

Property. The word "Property" means collectively the Real Property and the Improvements. Notwithstanding language in any other agreement with Lender by Owner, the Indebtedness is secured by the Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Homestead Lien Contract.

Related Documents. The words "Related Documents" mean all promissory notes, loan agreements, environmental agreements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Trustee. The word "Trustee" means Natalie Garza, whose address is P.O. Box 27459, Houston, TX 77227-7459, and any substitute or

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HOMESTEAD LIEN CONTRACT AND DEED OF TRUST
(Continued)

successor trustees.

OWNER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS HOMESTEAD LIEN CONTRACT, AND OWNER AGREES TO ITS TERMS. THIS HOMESTEAD LIEN CONTRACT IS MADE OF OWNER'S OWN FREE WILL AND EACH OWNER AND SPOUSE OF EACH OWNER OF THE HOMESTEAD ARE SIGNING THIS HOMESTEAD LIEN CONTRACT. OWNER ACKNOWLEDGES THAT ALL BLANKS WERE FILLED IN PRIOR TO OWNER SIGNING THIS HOMESTEAD LIEN CONTRACT. OWNER FURTHER ACKNOWLEDGES THAT OWNER RECEIVED A COPY OF THE DISCLOSURES REQUIRED BY SECTION 50(g), ARTICLE XVI, TEXAS CONSTITUTION, AT LEAST 12 DAYS PRIOR TO THE DATE OF THIS HOMESTEAD LIEN CONTRACT.

PURSUANT TO SECTION 50(a)(6)(N), ARTICLE XVI, TEXAS CONSTITUTION, THIS HOMESTEAD LIEN CONTRACT MUST BE AND HAS BEEN SIGNED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

OWNER:

X *George J. Hittner*
GEORGE HITTNER

X *Erica Hittner*
ERICA HITTNER

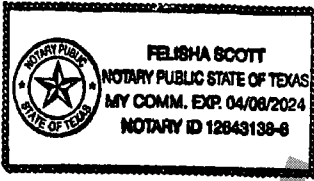
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Harris

)
) SS

This instrument was acknowledged before me on June 6, 2023 by GEORGE HITTNER and ERICA HITTNER.



Felisha Scott
Notary Public, State of Texas

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Pages 9
06/27/2023 02:16 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$46.00

UNOFFICIAL COPY

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

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

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS