

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

DEED OF TRUST

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)

Date: JANUARY 27, 2020

Grantor: GEORGE HITTNER and wife, ^{Erica} ERIKA HITTNER

19893776 ML

Grantor's Mailing Address (including county): 113 Roy Street, Houston, Harris County, Texas 77007

Trustee: EDWARD A. SMITH

Trustee's Mailing Address (including county): P.O. Drawer B, Chappell Hill, Washington County, Texas 77426

Beneficiary: CHAPPELL HILL BANK

Beneficiary's Mailing Address (including county): P.O. Drawer B, Chappell Hill, Washington County, Texas 77426

Note(s)

Date: JANUARY 27, 2020

Amount: \$500,000.00

Maker: GEORGE HITTNER and wife, ^{Erica} ERIKA HITTNER

Payee: CHAPPELL HILL BANK

Final Maturity Date: JANUARY 28, 2050

Terms of Payment (optional): As provided in said note

Property (including any improvements):

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.

RP-2020-39124

Prior Lien(s) (including recording information):

NONE

Other Exceptions to Conveyance and Warranty to the extent, if any, that they are valid and subsisting against the property:

Validly existing easements and rights-of-way, whether of record or not but which are visible and apparent on the ground; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property, together with and also including all exceptions to title set forth in that certain policy of title insurance covering the Property herein described as issued by Alamo Title Company contemporaneously herewith.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust, Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and

- c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, 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 binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term *note* includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term *Grantor* shall include Maker.
13. Grantor represents that this deed of trust and the note are given for the following purposes:

See Exhibit "A", attached hereto, for additional provisions.

George J. Hittner

GEORGE HITTNER

Erica Hittner

ERIKA HITTNER
Erica EH

Loan origination organization: Chappell Hill Bank
NMLS ID 796988
Loan originator: Terri Budisalovich
NMLS ID 1465719

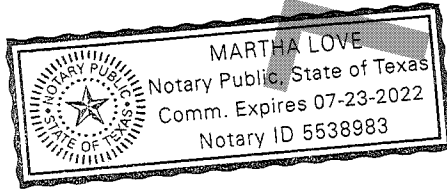
STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 27 day of January, 2020, by GEORGE HITTNER and ~~ERIKA~~ HITTNER.

Erica EH



Martha Love

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:
BETTS, WALTERS & MUTSCHER, P.C.

COPY

RP-2020-39124

EXHIBIT "A"

The note secured hereby represents part purchase price for the hereinabove described property and is the same note set out in deed from ELIZABETH ALHAND and spouse, ROSS S. VANWASSENHOVE to GEORGE HITTNER and wife, ERIKA HITTNER, a vendor's lien being reserved in said deed to secure the payment of said note, this Deed of Trust being taken as additional security and without prejudice to said vendor's lien but this deed of trust shall be cumulative of the vendor's lien and a foreclosure of this Deed of Trust shall likewise operate as a foreclosure of the vendor's lien. This Deed of Trust lien executed and delivered simultaneously with the delivery of the deed to the undersigned by ELIZABETH ALHAND and spouse, ROSS S. VANWASSENHOVE.

PROPERTY (COLLATERAL) COVERED HEREBY: The property and/or collateral covered by this Deed of Trust (and Financing Statement) includes the land and any and all buildings, improvements, and tenements now or hereafter erected on the land hereinafter described, equipment, fixtures or other property whatsoever now or hereafter attached to the buildings and other improvements now erected or hereafter to be erected on the Land, including but not limited to all heating, plumbing, lighting, water heating, refrigerating, incinerating, ventilating and air conditioning equipment, utility lines and equipment (whether owned individually or jointly with others), sprinkler systems, fire extinguishing apparatus and equipment, motors, cabinets, shades, blinds, partitions, window screens, screen doors, storm windows, awnings, floor coverings, and all fixtures, accessions and appurtenances thereto, exterior landscaping, and goods of every nature and character which are located on and affixed in any respect to the property, and all renewals or replacements of or substitutions for any of the foregoing and all proceeds therefrom, and all policies of insurance insuring said improvements or any part thereof.

SECURITY AGREEMENT: This Deed of Trust is intended to be a security agreement and shall constitute a financing statement pursuant to the Uniform Commercial Code and shall cover all of the items specified in "PROPERTY (COLLATERAL) COVERED HEREBY" above to the extent such property may, under applicable law, be subject to a security interest pursuant to the Uniform Commercial Code, and Grantor, as Debtor, hereby grants Beneficiary, as Secured Party, a security interest in the property hereinabove described in "PROPERTY (COLLATERAL) COVERED HEREBY" (including both property now and hereafter existing) to the full extent that such property may be subject to the Uniform Commercial Code-Secured Transactions (Chapter 9 of the Texas Business and Commerce Code) and covenant and agree with Secured Party that in addition to any other remedies granted in this Deed of Trust to the Secured Party or trustee, the Secured Party may, in event of any default, proceed under the Uniform Commercial Code as to all or any part of the personal property (tangible or intangible) and fixtures included in the properties described herein (such portion of the properties being herein referred to as "collateral"), and shall have and may exercise with respect to the collateral all the rights, remedies and powers of a Secured Party under the Uniform Commercial Code. Certain of the collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the real estate hereinabove described and this Deed of Trust should be deemed to be and may be enforced from time to time as a Deed of Trust, Chattel Mortgage, Assignment, Contract, Security Agreement, Financing Statement or Lien on Machinery

Situated on Realty, and from time to time as any one or more thereof, and shall constitute a "fixture filing" for the purposes of Article 9 of the Texas Uniform Commercial Code. Grantor agrees that Beneficiary is filing this Deed of Trust, or reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Grantor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any financing statement, as well as extensions, renewals and amendments thereof, and reproduction of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to said items. Grantor shall pay all costs of filing such financing statement and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without prior written consent of Beneficiary, Grantor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Grantor's breach of any covenant or agreement of Grantor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a Secured Party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Deed of Trust as to such items. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the Uniform Commercial Code or of the remedies provided in this Deed of Trust.

ABSOLUTE ASSIGNMENT OF RENTALS: As part of the consideration for the note secured hereby and as provided in this deed of trust, the undersigned absolutely and unconditionally assign and transfer to the Holder of the note secured hereby all present and future rents and other income and receipts from the property described herein. Said absolute assignment of rentals as provided for herein shall not be deemed as a credit or payment upon the indebtedness secured by this deed of trust, except to the extent such rentals are actually collected by Holder and applied toward the payment of said indebtedness.

PAYMENT OF PROPERTY TAXES: Grantor covenants and agrees to pay, prior to the same becoming delinquent, all ad valorem taxes against the property which in whole or in part secure payment of the Note hereinabove described and any renewals and extensions thereof. Grantor further covenants and agrees to provide CHAPPELL HILL BANK evidence of timely payment of all ad valorem property taxes. Grantor agrees that the failure to timely pay said ad valorem taxes or to provide CHAPPELL HILL BANK satisfactory evidence of payment of said ad valorem property taxes shall constitute a default of the terms and provisions of this Agreement, and CHAPPELL HILL BANK without prior demand or notice of intention to accelerate, may mature the entire principal balance remaining unpaid, and it shall at once become due and payable, together with all interest as shall have then accrued and remaining unpaid thereon, and the liens securing payment of said Note shall be subject to foreclosure. Nothing contained herein shall preclude CHAPPELL HILL BANK, in its sole discretion and without any obligation to do so, from advancing payment of such delinquent taxes. If CHAPPELL HILL BANK elects to advance payment of such taxes, Grantor covenants and

agrees to reimburse CHAPPELL HILL BANK the amount so advanced together with interest as had accrued on such amount advanced from date of advancement until paid at the same rate as provided in the Note secured hereby within five days after demand is made upon Grantor for reimbursement of the same. Should Grantor fail to reimburse said sums in accordance herewith, CHAPPELL HILL BANK may, at its sole option, institute an independent action for collection of such sums advanced together with recovery of interest accruing thereon, its attorney's fees and costs; or may treat said payment of taxes as an additional advancement of principal to the Grantor under the terms and provisions of the Note secured hereby and increase the unpaid principal balance of the Note secured hereby in an amount equal to the sum advanced for the payment of taxes, or may accelerate payment of the Note as hereinabove provided and seek recovery of the unpaid balance owing on the Note secured hereby together with such sums advanced for payment of taxes. Grantor covenants and agrees that this Deed of Trust lien shall extend to, cover and secure any advancements made by CHAPPELL HILL BANK for payment of taxes together with interest accruing on such sums advanced at the rate hereinabove provided.

AD VALOREM PROPERTY TAX LOANS: During the term of this Loan, Grantor will not, without the prior written consent of Beneficiary, enter into a lending relationship, as borrower, with any taxing authority, person, or business entity for the payment of ad valorem taxes on the Mortgaged Property which loan will be secured by a real property tax lien created pursuant to the Texas Tax Code and which will take priority over the lien created by this Deed of Trust. If such tax lien does attach hereafter in any manner to any part of the Mortgaged Property without the prior written consent of Beneficiary, Grantor will cause the same to be promptly discharged and released. Grantor entering into such a lending relationship without the written consent of the Beneficiary or Grantor refusing to discharge and release the Mortgaged Property from such tax lien shall be an event of default under this Deed of Trust. Upon the occurrence of this event of default, Beneficiary may declare the Note immediately due and payable, whereupon all of the Indebtedness shall be due and payable without demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices or further actions of any kind, all of which are hereby expressly waived by Grantor. Grantor hereby waives notice of intent to accelerate and notice of acceleration.

FINANCIAL INFORMATION, ACCESS TO PROPERTY AND ADDITIONAL DOCUMENTATION: Grantor covenants and agrees to furnish CHAPPELL HILL BANK upon request current financial statements, profit and loss statements, rent rolls, appraisals by qualified and approved appraisers, title opinions and title policies, and such other reports or information as may be requested by or for the benefit of Beneficiary in connection with the Note secured hereby or in the enforcement of any of Beneficiary's rights or remedies hereunder, or both. Grantor further covenants and agrees that CHAPPELL HILL BANK and any officer, director, representative or employee thereof may enter upon the property at any reasonable time after first providing Grantor written notice of its intent to enter upon said property, for the purpose of conducting inspections upon the property, examining the property, securing an appraisal of the property, taking samples and/or testing for hazardous waste and/or securing a survey for the property. The failure to furnish such items when requested and to bear the expense therefor or the failure to allow CHAPPELL HILL BANK or its representative access to the property shall constitute a default entitling the holder of the

Note secured hereby to exercise such rights and remedies as may be provided in this Deed of Trust, the Note secured hereby and/or as may be provided by law, including without limitation the right to declare the entire balance due and payable and proceed under the remedies provided in this Deed of Trust.

In the event that any of the documents evidencing and/or securing the note secured hereby misstate or inaccurately reflect the true and correct terms and provisions of said note and the misstatement or inaccuracy is due to a unilateral mistake on the part of Beneficiary, a mutual mistake on the part of Grantor and Beneficiary, or clerical error, then in any such event, Grantor shall upon request by Beneficiary execute corrected original documents as Beneficiary may deem necessary. Grantor's failure to execute any such documents as requested shall constitute a default under the Note and this Deed of Trust securing payment thereof. In the event of Grantor's failure or refusal to execute corrected original documents, Beneficiary shall be entitled to exercise its rights and remedies provided in this Deed of Trust and such other instruments securing payment of said Note, and shall further be entitled to recover from Grantor its reasonable attorney's fees incurred and costs of Court.

INSURANCE: Grantor further agrees to provide CHAPPELL HILL BANK fire and extended coverage insurance in an amount not less than the full insurable value of the improvements located on the property described in this Deed of Trust. Said policy of insurance shall reflect the Beneficiary, CHAPPELL HILL BANK, as a mortgagee loss payee. All policies of insurance shall provide at least ten days prior written notice of cancellation to Beneficiary. Grantor hereby authorizes and directs that any proceeds due as a result of damage or loss of all or any part of said property shall be tendered directly to Beneficiary. Beneficiary, at Beneficiary's sole option, may elect to apply said insurance proceeds toward payment of the unpaid balance owing on the Note secured hereby without any requirement to apply said proceeds to the restoration, repair or replacement of the property damaged. If said insurance proceeds are to be applied to the sums owing Beneficiary and secured by this Deed of Trust as hereinabove provided, said proceeds shall be so applied, whether or not said sums are currently due, with any excess paid to Grantor. Any application of insurance proceeds to payment of principal of the Note secured hereby shall be treated as advance payment of principal as provided in said Note and shall not extend, interrupt or postpone the payments required by the Note secured hereby unless said application of insurance proceeds satisfies said Note in full, both principal and interest. The failure of Grantor to secure such coverage or to provide CHAPPELL HILL BANK satisfactory evidence of insurance coverage upon written request shall constitute a default under the terms and provisions of this Deed of Trust and the Note secured hereby, and shall entitle CHAPPELL HILL BANK to exercise its rights and remedies provided in this Deed of Trust and such other rights and remedies as may be provided by law. Such other rights and remedies may include, but are not limited to, CHAPPELL HILL BANK's obtaining insurance to protect its interest in the property at Grantor's expense.

COLLATERAL PROTECTION INSURANCE: Grantor is hereby notified that Grantor is required to maintain insurance on the improvements located on the property in an amount at least equal to the indebtedness. Grantor is required to purchase such insurance from an insurer that is authorized to do business in the State of Texas or an eligible surplus lines insurer. Grantor shall name CHAPPELL HILL BANK as the entity to be paid under such

insurance policy in the event of a loss. Grantor shall, upon request, deliver to CHAPPELL HILL BANK a copy of the insurance policy and proof of the payment of premiums. If Grantor fails to meet any of these requirements, CHAPPELL HILL BANK may obtain collateral protection insurance on behalf of the Grantor and at Grantor's expense.

OTHER INDEBTEDNESS: Grantor further agrees that this conveyance to the extent permitted by law is also made in trust to secure and enforce the payment of all other indebtednesses of the Grantor to CHAPPELL HILL BANK presently existing or which may in any manner or means hereafter be incurred by the Grantor of said Note, or each or either of them, and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries or any other method or means; it being expressly agreed and understood that any and all sums now owed to or hereafter advanced by CHAPPELL HILL BANK to the Grantor of said Note shall be payable at Chappell Hill in Washington County, Texas, and shall bear interest as may be provided in such note(s) or other evidences of indebtedness given by the Maker of said note(s) or other evidences of indebtedness to said CHAPPELL HILL BANK; and this instrument is also executed for the purpose of securing and enforcing the payment of any renewal and extension of any note or of any part of the said indebtedness of the Maker of said note, and including any further loans and advancements made by said CHAPPELL HILL BANK to the Maker of said Note under the provisions hereof. It is contemplated that Grantor may hereafter become indebted to CHAPPELL HILL BANK in further sum or sums. The fact of repayment of all indebtedness of the Maker of said Note to said CHAPPELL HILL BANK shall not terminate this mortgage unless the same be so released by said CHAPPELL HILL BANK at the request of the Maker of said note, but otherwise it shall remain in full force and effect to secure all future advances and indebtednesses, regardless of any additional security that may be taken as to any past or future indebtedness, and shall be unaffected by any renewals, extensions or partial releases hereunder. In no event shall this Deed of Trust secure payment of any installment loan or any open-end line of credit established under Chapters 342, 345 or 346 of the Texas Finance Code or any home equity loan established under Section 50(a)(6), Article XVI, of the Texas Constitution.

PLEDGE OF DEPOSIT ACCOUNTS: Without prejudice to the rights and remedies provided in this Deed of Trust but to be cumulative thereof, Grantor grants a security interest in Grantor's deposit accounts of any kind or character and any other rights to the payment of money owing Grantor by CHAPPELL HILL BANK. Without limitation, CHAPPELL HILL BANK shall have the right of set off against any and all accounts of Grantor, as more fully set forth in the Note secured hereby.


USURY SAVINGS CLAUSE: No provision hereof or of the note secured hereby shall ever entitle the holder of the note, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the maximum fixed by the usury statutes of the State of Texas, or any other applicable law, on the principal indebtedness hereby secured and in no event shall Grantor(s) be obligated to pay interest hereon in excess of such rate. The payment of a prepayment penalty, if any, which may be agreed upon for voluntary prepayment, by the Grantor(s), of the indebtedness evidenced by the note and secured by this Deed of Trust, prior to maturity shall not, under any circumstances be considered to be payment of interest.

COVENANT NOT TO CONVEY PROPERTY WITHOUT APPROVAL OF BANK OR HOLDER OF NOTE AND PROVISIONS FOR ACCELERATION IF CONVEYED:


The note secured hereby may not be assumed, or the above described property be sold, transferred, assigned, conveyed, mortgaged, or otherwise encumbered without the written consent of Beneficiary or other holder thereof while the note secured hereby or any portion thereof, whether it be of principal or interest, remains unpaid. Upon the sale, contract for sale, transfer, or conveyance of the above described property, or any part thereof, the Beneficiary or other holder thereof shall have an absolute right and option to accelerate the maturity of said note and require immediate payment of all principal remaining unpaid thereon together with interest as shall have then accrued. This provision shall not apply to a transfer of title to the heirs or devisees of Grantor herein arising by reason of death of Grantor or either of them.

WATER RIGHTS: That at least thirty (30) days before leasing the real property secured by this Deed of Trust for the drilling, development and/or production of underground water, Grantor will give written notice to Bank, by certified mail, return receipt requested, at the Bank's address, of the complete terms and provisions of the proposed lease. Grantor agrees that Bank must approve in writing the execution of such lease; and Grantor agrees not to execute such lease prior to securing Bank's written approval, which approval may be withheld by Bank in its discretion. Grantor further agrees not to convey Grantor's water rights or any part thereof pertaining to the real property secured by this Deed of Trust without first securing Bank's written consent, which can be withheld. No conveyance of such interest in water rights shall be effective absent compliance with this provision. Any failure to comply with this covenant constitutes a default entitling the Bank to declare the entire balance due and payable and to proceed under the remedies of this Deed of Trust, and such other rights and remedies as may be provided by law.

COVENANTS AGAINST WASTE: Grantor (a) shall not commit waste or permit impairment or deterioration of the property or allow any portion thereof to be torn down or removed from the premises or materially altered without the prior written consent of CHAPPELL HILL BANK, (b) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property, (c) shall generally operate and maintain the property in a manner to insure maximum rentals for profits, if said property is leased (d) shall not permit the property to be utilized for surface or subsurface storage or disposal of liquid or solid hazardous waste, and (e) shall comply with all governmental rules and regulations concerning the maintenance, the construction, or erection of surface or subsurface petroleum storage tanks thereon. Beneficiary shall, at all reasonable times, have access to the property for the purpose of inspecting the same and/or testing the same for conditions of hazardous waste.



GEORGE HITTNER



ERIKA HITTNER
Erica *EH*

RP-2020-39124

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RP-2020-39124

RP-2020-39124
Pages 11
01/28/2020 01:39 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$52.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

COPY