

**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**

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

THAT THE UNDERSIGNED, GEORGE J. HITTNER and spouse, ERICA L. HITTNER, hereinafter called Grantor, whether one or more, whose address is P.O. Box F, LaGrange, Texas 78945, for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes, and trusts hereinafter set forth, have granted, sold, and conveyed, and by these presents do grant, sell and convey unto PICKETT & PICKETT, P.C., Trustee, whose address is 524 Travis Street, Liberty, Texas 77575, and Trustee's substitutes or successors, all of the property described as follows:

Lot One (1), in Block One (1), of Roy Street Place, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 564120, of the Map Records of Harris County, Texas.

Together with all rights, easements, appurtenances, royalties, surface, subsurface and/or mineral rights, now owned or after-acquired, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

Notwithstanding any other provision, reservation or exception contained herein or on any exhibit hereto, the lien created hereby shall cover all of Grantor's water rights including, but not limited to, rights to surface water, groundwater, underground water, percolating waters, rights to any water from lakes, streams or other bodies of water, adjudicated or permitted water rights, riparian and other water rights which are now owned or which are hereafter acquired by Grantor whether or not expressly excepted from the description of the Property.

TO HAVE AND TO HOLD the above-described property, together with the rights, privileges, and appurtenances thereto belonging unto the said Trustee, and to Trustee's substitutes or successors forever. And Grantor does hereby bind himself, his heirs, executors, administrators, and assigns to warrant and forever defend the said premises unto the said Trustee, Trustee's substitute or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in Trust to secure payment of one promissory note of even date herewith in the principal sum of FOUR HUNDRED TWELVE THOUSAND AND NO/100THS DOLLARS (\$412,000.00), executed by GEORGE J. HITTNER and ERICA L.

CHICAGO TITLE - MEMORIAL  
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HITTNER, payable to the order of THE FIRST LIBERTY NATIONAL BANK, in the Town of Liberty, Texas, on terms as therein provided with a scheduled maturity date of September 8, 2041; bearing interest as therein stipulated, providing for acceleration of maturity and for attorney's fees; and this conveyance is made in Trust to secure any and all modifications, renewals, extensions, or rearrangements thereof and all obligations and indebtedness Grantor owes to Beneficiary, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities relating to any account agreement between Grantor and Beneficiary and all additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Deed of Trust.

Should Grantor do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantor, by the holder thereof, hereinafter called "Beneficiary" (whether one or more).

Grantor covenants and agrees as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

Without limiting the other requirements contained herein, Grantor has taken, and shall continue to take until the indebtedness is fully repaid and each and all of the obligations are satisfied in full, such measures as are required by any and all Anti-Terrorism Laws to assure that the funds invested in Grantor and/or used to make payments on the Indebtedness or the obligations are derived from: (a) transactions and sources that do not violate any Anti-Terrorism Laws nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction from which they originated; and (b) permissible sources under Anti-Terrorism Laws or, to the extent such funds originate outside the United States, under the laws of the jurisdiction from which they originated. If Beneficiary reasonably believes that Grantor, Guarantor (if any), any other party, or any affiliate of any such parties may have breached any of the representations, warranties, or covenants set forth in this Deed of Trust or the other loan documents relating to any Anti-Terrorism Laws or the identity of any person or entity as a Prohibited Person, then Beneficiary shall have the right, with or without notice to Grantor, to: (1) notify the appropriate governmental authority and to take such action as such governmental authority or applicable Anti-Terrorism Laws may direct; (2) withhold Loan advances and segregate the assets constituting the Loan or any of Grantor's funds or assets deposited with or otherwise controlled by Beneficiary pursuant to the Loan Documents; (3) decline any payment (or deposit such payment with an appropriate United States governmental authority or court) or

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decline any prepayment or consent request; and/or (4) declare an event of Default and immediately accelerate the Loan in connection thereof. Grantor agrees that none of Grantor, Guarantor, nor any other party will assert any claim (and hereby waives, for itself and on behalf of such other parties, any claim that they may now or hereafter have) against Beneficiary or any of its affiliates, successors, assigns, representatives, or agents from any form of damages as a result of any of the foregoing actions, regardless of whether Beneficiary's reasonable belief is ultimately demonstrated to be accurate.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; and any proceeds which Beneficiary may receive under any such policy or policies, may be applied by Beneficiary, at Beneficiary's option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantor to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy. GRANTOR MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.

That in the event Grantor shall fail to keep the improvements on the Property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the lien priority of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at Beneficiary's option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses, and attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at the rate stated in said note and shall be paid by Grantor to Beneficiary upon demand, at the same place at which said note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

Grantor represents and warrants and covenants and agrees that: (i) Grantor has not used and will not use and, to the best of Grantor's knowledge, no prior owner or current or prior tenant, subtenant, or other occupant of all or any part of the Property has used or is using hazardous material (as that term is hereinafter defined) on, from or affecting the Property in any manner that violates any laws pertaining to hazardous materials applicable to Grantor or to the Property; (ii) to the best of Grantor's knowledge, no hazardous materials have been disposed of on the Property nor have any hazardous materials migrated onto the Property, in either event in violation of any laws pertaining to hazardous materials applicable to Grantor or to the Property; and (iii) Grantor

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will not permit or suffer any such violation of any laws pertaining to hazardous materials applicable to Grantor or to the Property.

In the event that any investigation, site monitoring, containment, clean-up, removal, restoration, or other remedial work of any kind or nature (hereinafter referred to as the "remedial work") is required under any laws pertaining to hazardous materials applicable to Grantor or to the Property, because of, or in connection with, the current or future presence, suspected presence, release, or suspected release of a hazardous material in or about the air, soil, ground water, surface water, or soil vapor at, on, about, under, or within the Property (or any portion thereof), Grantor shall within the time periods required by the applicable laws pertaining to hazardous materials, commence and thereafter diligently prosecute to completion, all such remedial work. All remedial work shall be performed by contractors reasonably approved in advance by Beneficiary and under the supervision of a consulting engineer reasonably approved by Beneficiary. All costs and expenses of such remedial work shall be paid by Grantor including, without limitation, Beneficiary's reasonable attorney's fees and costs incurred in connection with monitoring or review of such remedial work. In the event Grantor shall fail to prosecute timely to completion such remedial work, Beneficiary may, but shall not be required to, cause such remedial work to be performed and all costs and expenses thereof or incurred in connection therewith, shall be immediately due and payable by Grantor to Beneficiary and shall become part of the indebtedness.

Grantor shall provide Beneficiary with prompt written notice: (a) upon Grantor's becoming aware of any release or threat of release of any hazardous materials upon, under, or from the Property in violation of any laws pertaining to hazardous materials applicable to Grantor or to the Property; (b) upon Grantor's receipt of any notice from any federal, state, municipal, or other governmental agency or authority in connection with any hazardous materials located upon, under, or emanating from the Property; and (c) upon Grantor's obtaining knowledge of any incurrence of expense, for which Grantor or the Property could be liable, by any governmental agency or authority in connection with the assessment, containment, or removal of any hazardous materials located upon, under, or emanating from the Property.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or if any other event of default under the note hereby secured shall occur, or of a breach of any of the covenants herein contained to be performed by Grantor, then and in any of such events Beneficiary may elect, Grantor hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default on the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or Trustee's successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place, and terms of the sale of the above described and conveyed property, then subject to the lien hereof, and mailing and filing notices, as required by section 51.002, Texas Property Code, as then amended (successor to article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantor, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five

percent (5%) to Trustee, which commission shall be due and owing in addition to the attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, attorney's fees, and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantor, their heirs or assigns; and the recitals in the conveyance to Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matter therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantor, their heirs, and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or Trustee's substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that Beneficiary may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, Trustee's substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary, if the highest bidder, shall have the right to purchase at any sale of the property, and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above-described property, or any portion thereof, under the terms of this Deed of Trust, Grantor, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchasers at such sale, and in the event of their failure to do so they shall thereupon from and after the making such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, Purchaser's heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

If Grantor is also a Borrower on the note hereinabove described, Grantor expressly waives (to the extent such a waiver is allowed by law) a) any right under Texas Property Code §§51.003, 51.004 and 51.005 to assert a defense to any suit to collect a deficiency on said note or any other obligations secured by the Property, and b) any right of offset against said note or other obligations secured by the Property.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialman's, or mechanic's lien hereinafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens, and remedies of the holder of the indebtedness so paid.

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It is further agreed that if Grantor, their heirs, or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantor, their heirs, or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

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. That upon any event of default Beneficiary shall be entitled to possession of the rents even though Beneficiary has not taken possession of the Property by foreclosure or otherwise.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above-described property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee, or purchaser, or any persons acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given, or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantor for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantor or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner

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as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

The parties intend to conform strictly to the applicable usury laws. All agreements between lender and Grantor (or any other party liable with respect to any indebtedness under the loan documents) are hereby limited by the provisions of this paragraph which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligations or any part thereof), shall the interest contracted for, charged, or received under the note or otherwise exceed the maximum amount permissible under applicable law. If, from any possible construction of any document, interest would otherwise be payable to Beneficiary in excess of the maximum lawful amount, any such construction shall be subject to the provisions of this paragraph and such document shall be automatically reformed and the interest payable to Beneficiary shall be automatically reduced to the maximum amount permitted under applicable law, without the necessity of execution of any amendment or new document. If Beneficiary shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the maximum lawful amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing in the inverse order of its maturity and not to the payment of interest, or refunded to Grantor to the extent that the amount which would have been excessive interest exceeds unpaid principal. The right to accelerate maturity of the note or any other indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Beneficiary does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to Beneficiary shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the maximum permitted by applicable law.

If this Deed of Trust is executed by more than one person or corporation or like entity the singular reference to Grantor shall be held to include the plural, and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantor named herein, shall be binding upon and inure to the benefit of not only said parties respectively, but also their respective heirs, executors, administrators, grantees, successors, and assigns.

If Grantor transfers any part of the Property, or any interest therein, without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event, Beneficiary will notify Grantor that the debt is payable and may, without further notice or demand to Grantor, invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three (3) years or less without an option to purchase.

This deed of trust binds, benefits, and may be enforced by the heirs and/or successors in interest of all parties.

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

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

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

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

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

It is agreed and understood that Grantor shall provide to Beneficiary, on or before January 31 of each year during the term of the note secured hereby, written evidence that all ad valorem taxes and other assessments against the Property have been paid in full.

The promissory note secured hereby and this deed of trust are given for the following purpose:

The debt evidenced by the Note is in part or full payment of the purchase price of the Property; the debt is secured by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed of even date given to George J. Hittner and Erica L. Hittner. The vendor's lien is transferred to Beneficiary by the deed. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Beneficiary may elect to foreclose either of the liens without waiving the other or may foreclose both.

At any time required by Beneficiary, Grantor agrees to make an initial deposit in a reasonable amount to be determined by Beneficiary and then make monthly payments to a fund for taxes and insurance premiums on the Property. Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes and insurance premiums. The fund will accrue no interest, and Beneficiary will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. When Grantor makes the final payment on the Note, Beneficiary will credit to that payment the whole amount then in the fund or, at Beneficiary's option, refund it after the Note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes,

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including taxes accruing but not yet payable, and to pay insurance premiums will be paid at Beneficiary's discretion or as otherwise provided in this Deed of Trust. Deposits to the fund described in this paragraph are in addition to the payments provided for in the Note.

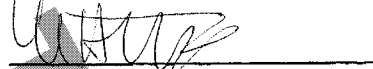
**THIS WRITTEN DEED OF TRUST AND THE OTHER WRITTEN DOCUMENTS LOAN DOCUMENTS EXECUTED CONTEMPORANEOUSLY HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES THERETO.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

EXECUTED this 8 day of September, 2016.

GRANTOR:

  
George J. Hittner

  
Erica L. Hittner

THE STATE OF TEXAS  
COUNTY OF Harris

§  
§  
§

This instrument was acknowledged before me on this 8 day of September, 2016 by George J. Hittner.



  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF Harris

§  
§  
§

This instrument was acknowledged before me on this 8 day of September, 2016 by Erica L. Hittner.



  
Notary Public, State of Texas

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**Originator Names and Nationwide Mortgage Licensing System and Registry IDs:**

**Organization: The First Liberty National Bank      NMLSR ID: 460977**

**Individual: Tyler Michael Jackson                      NMLSR ID: 472272**

**After recording return to:**

The First Liberty National Bank  
1900 Sam Houston Street  
Liberty, Texas 77575

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# Pages 11  
09/09/2016 10:48 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$52.00

RECORDERS MEMORANDUM

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

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

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



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS