

CAUSE NO. _____

WILLIAM A. RICHTER
Plaintiff

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IN THE DISTRICT COURT OF

V.

_____ **JUDICIAL DISTRICT**

**CARRINGTON MORTGAGE
SERVICES, LLC**
Defendant

HARRIS COUNTY , TEXAS

**PLAINTIFF’S ORIGINAL PETITION AND VERIFIED APPLICATION FOR
TEMPORARY RESTRAINING ORDER**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, William A. Richter, and brings this action against Carrington Mortgage Services, LLC, ("Defendant"), and alleges the following facts and causes of action:

FACTS

1. Plaintiff, William A. Richter, is the owner of the Subject Property, which is located at **4815 Linden Street, Bellaire, TX 77401**. The legal description is as follows:

TRACT “B” OF AMENDING PLAT OF LOTS 7, 8, AND 9, BLOCK 8 AND THE EAST 12.5 FEET OF THE ADJOINING 25 FOOT WIDE ALLEY, BELLAIRE AMENDING PLAY, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEROF RECORDED IN FILM CODE NO. 443032 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

2. Defendant, Carrington Mortgage Services, LLC, claims to be the current servicer of a note secured by a Deed of Trust dated April 4, 2014, filed in the Harris County Real Property Records as instrument number 20140147302. (Exhibit A, Notice of Substitute Trustee’s Sale).

3. A dispute exists between the parties as to the terms and conditions of the note as well as to the Defendant’s right to pursue a Substitute Trustee’s Sale, scheduled for October 3, 2023. Specifically, the Plaintiff disputes the Defendant’s claim that the Plaintiff has defaulted on

the subject Deed of Trust, and Plaintiff disputes that the Defendant is entitled to seek foreclosure, because, among other things, the Defendant failed to give sufficient legal notice and satisfy the conditions precedent.

4. On or about August 31, 2023, the Defendant, through its counsel, filed the attached Notice of Substitute Trustee Sale. (Exhibit A) It is important to note that, prior to sending this notice, the Defendant did not provide a notice of default, and did not give the Plaintiff an opportunity to cure before accelerating the note and scheduling the subject property for a trustee sale. *See attached declaration.*

5. Additionally, the Defendant also failed to follow loss mitigation regulations mandated by the HUD Secretary before initiating foreclosure. 12 U.S.C. § 1709 et seq.; 24 C.F.R. § 203.500 et seq. Title 12, Section 1024.42.

6. Plaintiff files this Application in this court seeking a Temporary Restraining Order, enjoining Defendant from proceeding with said sale. The Plaintiff will suffer irreparable harm if the Defendant conducts the Foreclosure Sale on October 3, 2023, and the Plaintiff will have no adequate remedy at law. This is the first time that the Plaintiff has had to seek a temporary restraining order, and this application is not brought for delay but so that justice may be done.

PARTIES

7. Plaintiff, William A. Richter., is an individual residing in Harris County, Texas. The last three digits of his SS number are 925, and the last three digits of his Texas Driver's license are 930.

8. Defendant, Carrington Mortgage Services, LLC, is a Foreign Limited Liability

Company, that may be served by certified mail through its registered agent, CT Corporation System, 1999 Bryan St., St. 900, Dallas, TX 75201.

DISCOVERY

9. Pursuant to Rule 190.1 of the Texas Rules of Civil Procedure, Plaintiff states that discovery is to be conducted under Rule 190.3, Level 2 Discovery.

JURISDICTION AND VENUE

10. This Court has Jurisdiction over the subject matter and parties.

11. Venue is proper in Harris County because the case concerns real property located in Galveston County and the actions and omissions occurred in Harris County as well.

CAUSES OF ACTION ASSERTED

Declaratory Judgment

12. Pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code, Plaintiff respectfully requests that this Court issue a declaratory judgment specifying Plaintiff and Defendant's rights and duties in connection with the Deed of Trust and the underlying Note.

13. Specifically, a controversy exists as to the balance and enforceability of the power of sale in the deed of trust. The Plaintiff specifically seeks a declaration declaring that the Defendant is not entitled to pursue a non-judicial foreclosure sale.

Defendant did not satisfy notice prerequisites to seek non-judicial foreclosure

14. The holder of a note must give notice to the maker of the holder's intent to accelerate the time for payment as well as notice of acceleration. *Shumway v. Horizon Credit Corp.*, 801 S.W.2d 890,893 (Tex. 1991). If the mortgagee intends to accelerate the maturity of the debt, the notice must unequivocally inform the mortgagor of the mortgagee's intention. *Id.* A proper notice of default must give the borrower notice that the alleged delinquency must be cured, or else the loan will be accelerated, and the property will go to foreclosure. Prior to a foreclosure action, the noteholder is also required to give the homeowner a clear and unequivocal acceleration notice. *Ogden v. Gibraltar Sav. Ass'n*, 640 S.W.2d 232,233 (Tex. 1982) ("Effective acceleration requires two acts: notice of intent to accelerate and notice of acceleration.").

15. A debt holder's failure to send a notice to cure to the address in the debtor's file pursuant to Tex. Prop. Code Ann. § 51.002(d) defeats the effect of sending the notice of foreclosure under Tex. Prop. Code Ann. § 51.002(b). *Mills v. Haggard*, 58 S.W.3d 164, 2001 Tex. App. LEXIS 4605 (Tex. App. Waco July 5, 2001, *no pet.*).

16. The Defendant, Carrington Mortgage Services, LLC, did not provide the required notice of default to give the Plaintiff an opportunity to cure. Even if the Defendant had sent the statutorily required notice, pursuant to Section 51.002(d) (which the Defendant failed to do), the Plaintiff still disputes the Defendants' claim of default.

17. Due to the dispute over the alleged default and the Defendant's failure to provide sufficient notice for the pending foreclosure, the Plaintiff files a declaratory judgment lawsuit and seeks injunctive relief to avoid irreparable harm.

18. Additionally, Defendant did not follow the proper procedure pursuant to the Deed of Trust (and the Texas Property Code). Defendants' compliance (or lack thereof) will determine

whether Defendant has the authority to foreclose at this time. As stated above, the Defendant failed to mail Plaintiff the statutorily required 1) notice of default, and 2) notice of acceleration and notice of trustee sale.

Defendant did not comply with the Real Estate Settlement Procedures Act

19. The mortgage that the Defendants seeks to foreclose is insured by the Federal Housing Administration (FHA) of the United States Department of Housing and Urban Development (HUD) pursuant to section 203 of the National Housing Act (US Code, tit 12, § 1709).

20. A bank which issues or services mortgage loans insured by the FHA is required to follow loss mitigation regulations mandated by the HUD Secretary before initiating foreclosure. 12 U.S.C. § 1709 et seq.; 24 C.F.R. § 203.500 et seq. Title 12, Section 1024.42 provides that a borrower may enforce the mandated loss mitigation procedures pursuant to Section 6(f) of the Real Estate Settlement Procedures Act.

21. The statutory law is clear on the mortgagee's duty to pursue loss mitigation efforts. The NHA requires that, in the event of a mortgagor default, a mortgagee "shall engage in loss mitigation actions for the purpose of providing an alternative to foreclosure." 12 U.S.C. § 1715u(a).

22. The Defendant, Carrington Mortgage Services, LLC, failed to comply with 12 CFR 1024.41, in that the Defendant did not timely provide the Plaintiff with any information or opportunity to apply for loss mitigation, specifically loan modification.

Temporary Injunction

23. Plaintiff seeks an injunction requiring Defendant, or any person or entity acting in concert with them, including but not limited to its attorneys, agents, servants, servicers, trustees, employees, successors, heirs and assigns, to desist and refrain from:

- a. entering and taking possession of the Property or otherwise interfering with Plaintiff's right to the quiet enjoyment and use of the Property;
- b. proceeding with or attempting to sell or foreclose upon the Property; and
- c. attempting to purchase, transfer, assign or collect on the Mortgage.
- d. charging Plaintiff's account for attorney's fees in connection with this action.

APPLICATION FOR TEMPORARY RESTRAINING ORDER

24. Plaintiff hereby incorporates by reference and re-alleges all material allegations of facts set forth above as if fully set forth herein.

25. Pursuant to Rule 680 of the Texas Rules of Civil Procedure, Plaintiff hereby seeks immediate relief in the form of a temporary restraining order to preserve the status quo. Specifically, Plaintiff seeks a temporary restraining order and temporary injunction to prohibit the Defendant and/or any of its agents, employees or attorneys, servicing companies, or trustees, from foreclosing upon the property. A temporary restraining order is sought to enjoin the Defendant for a period of at least 14 days until a temporary injunction hearing is held by this court concerning whether Plaintiff has a probable right of recovery for their various claims and causes of action pled herein. There presently exists an imminent threat of irreparable harm to Plaintiff in the form of the Defendant and their agents' stated intent to complete a foreclosure sale and divest Plaintiff of their ownership interest in the property, unless the court immediately restrains such acts or conduct as requested herein.

26. Plaintiff's application for a Temporary Restraining Order is authorized by Texas Civil Practice and Remedies Code §65.011 because irreparable injury to real property is threatened, irrespective of any remedy at law.

27. Moreover, after issuance of a temporary restraining order, and upon notice and a

hearing as required by law, Plaintiff further seeks entry of the temporary injunction to maintain the status quo and prohibit the Defendant and their agents from foreclosing or attempting to foreclose on Plaintiff's property until the merits of the various claims and causes of actions as pled herein can be fairly and fully adjudicated.

CONDITIONS PRECEDENT

28. Plaintiff asserts that all conditions precedent have occurred or been waived.

PRAYER

29. WHEREFORE, Plaintiff prays that Defendant be cited to appear and answer, and the following order be entered:

- a. a declaratory judgment that declares that Defendant does not have the power of sale pursuant to the Deed of Trust.
- b. A temporary and permanent injunction enjoining Defendant, or anyone acting on Defendant's behalf from: (1) entering, taking possession of the Property or otherwise interfering with Plaintiff's right to the quiet enjoyment and use of the Property; (2) proceeding with or attempting to sell or foreclose upon the Property; (3) attempting to purchase, transfer, assign or collect on the Mortgage; and (4) charging Plaintiff's account for attorney's fees in connection with this action.
- c. All the other relief to which Plaintiff is entitled.

Respectfully submitted,

MEDEARIS LAW FIRM, PLLC

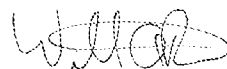
By: 
DAVID M. MEDEARIS, TBA 24041465
BRANDY ALEXANDER, TBA 24108421
1560 W Bay Area Blvd., Suite 304
Friendswood Texas 77546
dmedearis@medearislaw.com
Tel 281-954-6270 | Fax 281-954-6280
ATTORNEY FOR PLAINTIFF
WILLIAM A. RICHTER

DECLARATION AND VERIFICATION

My name is William A. Richter, and my address is **4815 Linden Street, Bellaire, TX 77401**. My date of birth is December 22, 1958. I declare under penalty of perjury that the facts as stated in this Petition and Application are true and correct.

10 / 02 / 2023

Executed in Harris County, State of Texas on the ____ day of _____ 2023.



William A. Richter

Title	Medearis Law has sent you a document to review and sign -...
File name	POP TRO Richter.pdf
Document ID	e1ffe4b4c63504bd6fed9a12a908eb2bc60f04fa
Audit trail date format	MM / DD / YYYY
Status	✦ Signed

This document was requested on app.practicepanther.com and signed on app.practicepanther.com

Document History



SENT

10 / 02 / 2023
21:03:48 UTC

Sent for signature to Richter, William (wrichter2@yahoo.com) from wrichter2@yahoo.com
IP: 108.250.11.43



VIEWED

10 / 02 / 2023
21:08:06 UTC

Viewed by Richter, William (wrichter2@yahoo.com)
IP: 76.142.67.12



SIGNED

10 / 02 / 2023
21:09:04 UTC

Signed by Richter, William (wrichter2@yahoo.com)
IP: 76.142.67.12



COMPLETED

10 / 02 / 2023
21:09:04 UTC

The document has been completed.

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Mindi Campbell on behalf of David Medearis

Bar No. 24041465

mcampbell@medearislaw.com

Envelope ID: 80165038

Filing Code Description: Petition

Filing Description: Original Petition and Verified Application for TRO

Status as of 10/2/2023 4:35 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
David Medearis		dmedearis@medearislaw.com	10/2/2023 4:21:07 PM	SENT
Jared Davidson		jdavidson@medearislaw.com	10/2/2023 4:21:07 PM	SENT
Mindi Campbell		mcampbell@medearislaw.com	10/2/2023 4:21:07 PM	SENT

23TX267-0424
4815 LINDEN STREET, BELLAIRE, TX 77401

Auction of Dasigenis

NOTICE OF FORECLOSURE SALE

Property:

The Property to be sold is described as follows:

TRACT "B", OF AMENDING PLAT OF LOTS 7, 8, AND 9, BLOCK 8 AND THE EAST 12.50 FEET OF THE ADJOINING 25 FOOT WIDE ALLEY, BELLAIRE AMENDING PLAT, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 443032 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Security Instrument:

Deed of Trust dated April 1, 2014 and recorded on April 10, 2014, Instrument Number 20140147302 in the real property records of HARRIS County, Texas, which contains a power of sale.

Sale Information:

October 03, 2023, at 10:00 AM, or not later than three hours thereafter, at the Bayou City Event Center, located at 9401 Knight Road, Houston, Texas 77045, in the Magnolia South Ballroom, or as designated by the County Commissioners Court.

Terms of Sale:

Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold "as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

Obligation Secured:

The Deed of Trust executed by SHELLY L. RICHTER AND WILLIAM A. RICHTER secures the repayment of a Note dated April 1, 2014 in the amount of \$850,000.00. TEACHER INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, whose address is c/o Carrington Mortgage Services, LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806, is the current mortgagee of the Deed of Trust and Note and Carrington Mortgage Services, LLC is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.

Substitute Trustee:

In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.



4794578

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Substitute Trustee(s): Carl Meyers, Leb Kemp, Traci Yeaman, Israel Curtis, John Sisk, Clay Golden, Stephen Mayers, Colette Mayers, Wayne Wheat, Dana Dennen, Kinney Lester, Thomas Lester, Joshua Sanders, Cary Corenblum, Ramiro Cuevas, Matthew Hansen, Evan Press, Anna Sewart, David Barry, Byron Sewart, Patricia Poston, Austin DuBois, Nick Frame, Cheyenne Troutt, Sandy Dasigenis, Jeff Leva, John Burger, Martin Beltran, Megan L. Randle, Ebbie Murphy, Wayne Daughtrey, Steve Leva, Helen Henderson, Dustin George

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

Jonathan Andriag

Miller, George & Suggs, PLLC
Tracey Midkiff, Attorney at Law
Jonathan Andriag, Attorney at Law
6080 Tennyson Parkway, Suite 100
Plano, TX 75024

Sandy Dasigenis

Substitute Trustee(s): Carl Meyers, Leb Kemp, Traci Yeaman, Israel Curtis, John Sisk, Clay Golden, Stephen Mayers, Colette Mayers, Wayne Wheat, Dana Dennen, Kinney Lester, Thomas Lester, Joshua Sanders, Cary Corenblum, Ramiro Cuevas, Matthew Hansen, Evan Press, Anna Sewart, David Barry, Byron Sewart, Patricia Poston, Austin DuBois, Nick Frame, Cheyenne Troutt, Sandy Dasigenis, Jeff Leva, John Burger, Martin Beltran, Megan L. Randle, Ebbie Murphy, Wayne Daughtrey, Steve Leva, Helen Henderson, Dustin George
c/o Miller, George & Suggs, PLLC
6080 Tennyson Parkway, Suite 100
Plano, TX 75024

Auction of Dasigenis

UNOFFICIAL COPY

Certificate of Posting

I, _____, declare under penalty of perjury that on the _____ day of _____, 20____, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of HARRIS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

After Recording Mail To:
RUTH RUHL, P.C.
Attn: Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

[Space Above This Line For Recording Data]

220443490-PR

LOAN MODIFICATION AGREEMENT
(Providing for Adjustable Interest Rate)

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.

Loan No.: 6601484592
Investor Loan No.: 9000904626

This Loan Modification Agreement ("Agreement"), made this 22nd day of July, 2022, between SHELLY L RICHTER and WILLIAM A RICHTER, WIFE AND HUSBAND ("Borrower") and TIAA, FSB by LoanCare LLC, as Agent under Limited POA ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated April 1st, 2014 and recorded in Book/Liber N/A, Page N/A, Instrument No. 20140147302, of the Official Records of HARRIS County, Texas, and (2) the adjustable rate note (the "Note"), bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 4815 LINDEN STREET, BELLAIRE, Texas 77401,

RP-2022-501204

UNOFFICIAL COPY

Loan No.: 6601484592

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

1. As of September 1st, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$795,160.06, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.250%, from August 1st, 2022. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. \$4,673.62, beginning on the 1st day of September, 2022. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of May, 2044, which is the present or extended Maturity Date.

3. If on the Maturity Date, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

4. The lien and security interest secured by this Agreement is a "written renewal and extension" as provided by the applicable laws of this state. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended until the Indebtedness evidenced by the Note, as renewed, modified, and extended hereby, has been fully paid. Lender and Borrower acknowledge and agree that such extension, renewal, amendment, modification, or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purpose of this Agreement being simply to extend, modify, amend or rearrange the time and the manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note (including if applicable any and all vendor's liens securing the Note), which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note. Borrower hereby expressly waives the benefit of any and all statutes of limitation which might otherwise inure to Borrower's benefit, or be in any way applicable to Borrower's obligations under the terms of any and all instruments described herein.

Loan No.: 6601484592

5. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

6. No Oral Agreements: **THE WRITTEN LOAN AGREEMENTS REPRESENT THE FINAL AGREEMENTS 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.**

7. If applicable, by this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

8. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Loan No.: 6601484592

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

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

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

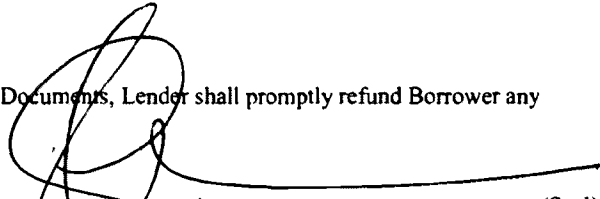
RP-2022-501204

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Loan No.: 6601484592


Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund Borrower any Funds held by Lender.

9/6/22
Date



SHELLY L RICHTER (Seal)
-Borrower

9/6/22
Date



WILLIAM A RICHTER (Seal)
-Borrower

Date (Seal)
-Borrower

Date (Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

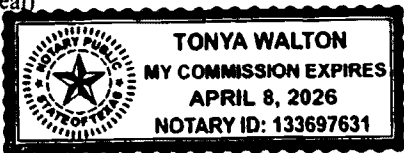
State of Texas §
County of Harris §

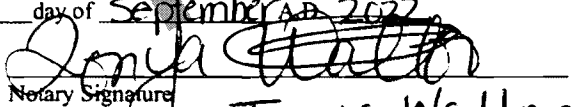
Before me, a Notary Public, on this day personally appeared SHELLY L RICHTER and WILLIAM A RICHTER

known to me or proved to me on the oath of Tx Drivers License or through _____, [description of identity card or other document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6 day of September, 2022.

(Seal)





Notary Signature
Printed/Typed Name Tonya Walton

Notary Public, State of Texas

My Commission Expires: April 8, 2026

RP-2022-501204

DUPLICATE

Loan No.: 6601484592

TIAA, FSB by LoanCare LLC, as
Agent under Limited POA

-Lender

9-29-22

-Date

By: *Osasenaga Amadasu*

Printed Name: Osasenaga Amadasu

Its: Assistant Secretary

LENDER ACKNOWLEDGMENT

State of Virginia §
County of Virginia Beach City §

This instrument was acknowledged before me on 9-29-22 [date], by
Osasenaga Amadasu [name of officer], Assistant Secretary
[title of officer] of TIAA, FSB by LoanCare LLC, as Agent under Limited POA

on behalf of said entity.

Angeli Hugo Patricio
(Seal) Notary Public
Commonwealth of Virginia
Registration No. 7945843
My Commission Expires Feb. 28, 2025

Angeli Hugo Patricio
Notary Signature
Printed/Typed Name Angeli Hugo Patricio
Notary Public, State of Virginia
My Commission Expires: FEB 28 2025

UNOFFICIAL COPY

RP-2022-501204

EXHIBIT "A"

TRACT " B " , OF AMENDING PLAT OF LOTS 7, 8, AND 9, BLOCK 8 AND THE EAST 12.50 FEET OF THE ADJOINING 25 FOOT WIDE ALLEY, BELLAIRE AMENDING PLAT, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 443032 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

RP-2022-501204 **UNOFFICIAL COPY**

RP-2022-501204
Pages 8
10/10/2022 02:22 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

COPY UNOFFICIAL

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-501204