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JUSTICE OF THE PEACE 7-1  
HARRIS COUNTY, TEXAS  
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C.C.C.L. #1

CAUSE NO. 187100547718

SEGURO ASSETS, LLC,

Plaintiff,

v.

EMMANUEL GROUP, LLC,

Defendant.

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IN THE JUSTICE COURT OF

HARRIS COUNTY, TEXAS

PRECINCT 7, PLACE 1

**PLAINTIFF'S ORIGINAL PETITION FOR FORCIBLE DETAINER**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, SEGURO ASSETS, LLC, (the "Plaintiff"), complaining of EMMANUEL GROUP, LLC, (the "Defendant") and/or All Occupants of 5808 Cullen Blvd., Houston, Texas 77021, and brings this Forcible Detainer Action, and for cause of action would respectfully show the Court as follows:

**I.**

**Jurisdiction and Venue**

This Court has jurisdiction pursuant to Tex. Gov't Code, § 27.031(a)(2) and TEX. PROP. CODE § 24.004. Venue is proper in this Court because the Property is located in this Justice Precinct.

**II.**

**Parties**

The Plaintiff is a Texas limited liability company doing business in Houston, Harris County, Texas.

The Defendant is a Texas limited liability company doing business in Houston, Harris County, Texas and may be served with citation by serving its registered agent, Remus Nembhard

at the registered address located at 5810 Cullen Blvd., Houston, Texas 77021, at the Property located at 5808 Cullen Blvd., Houston, Texas 77021, at the Defendant's principal place of business located at 5031 Ventura Lane, Houston, Texas 77021, or wherever he may be found.

### III.

#### **Background Facts**

The Plaintiff seeks possession of the real property and improvements located at 5808 Cullen Blvd., Houston, Texas 77021, the legal description of which real property is:

Lots 3, 4 and 5, Block 1, BELMONT ADDITION NO. 1, an addition in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 572, Page 439, of the Deed records of Harris County, Texas; SAVE AND EXCEPT the east ten feet (E10') thereof conveyed to Harris County by Deed recorded in Volume 837, Page 545, Volume 838, Page 459 and Volume 856, Page 519, of Deed Records of Harris County, Texas.

(herein referred to as the "Property").

Plaintiff is an asset based lender in El Paso, Texas. On or about October 24, 2017, Plaintiff loaned the Defendant \$385,000 for purchase by the Defendant of the Property, which is a small commercial retail center on Cullen Boulevard near the intersection at Old Spanish Trail (Hwy. 90). The Defendant executed a promissory note payable to Plaintiff in the principal amount of \$385,000 with 11.99% interest to be paid in equal monthly payments of \$3,957.20 (including principal and interest) over a period of sixty (60) months with the balance due at the end of that term. (Exhibit A). The Defendant executed a deed of trust granting the Plaintiff a lien against the Property and further executed an assignment of rents in favor of the Plaintiff. (Exhibit B and C).

In March of 2018, the Defendant defaulted in payment on the note.

On June 21, 2018, the Plaintiff sent a demand letter providing notice of default and acceleration of the debt. The Defendant failed to cure the default, and on July 17, 2018, the Plaintiff gave the Defendant notice of a non-judicial foreclosure sale set for August 7, 2018. On the morning of the foreclosure, the Defendant filed a pro se Chapter 11 petition in the United States Bankruptcy Court for the Southern District of Texas, styled *In re Emmanuel Group, LLC*, Case No. 18-34445 (the "First Chapter 11"). On August 14, 2018, the Plaintiff filed a motion to dismiss the chapter 11 case. On August 28, 2018, after a hearing on that motion, the Bankruptcy Court entered an order dismissing the First Chapter 11, with the warning that if the Defendant filed another voluntary bankruptcy case pro se, the Bankruptcy Court may impose sanctions.

On September 6, 2018, the Plaintiff gave notice of a foreclosure sale to occur the morning of October 2, 2018. That morning, in order to stop the foreclosure, the Defendant filed another Chapter 11 petition in the United States Bankruptcy Court for the Southern District of Texas, styled *In re Emmanuel Group, LLC*, Case No. 18-35592 (the "Second Chapter 11"). On October 8, 2018, the Plaintiff filed a motion to lift the automatic stay to proceed with its non-judicial foreclosure remedy. On October 24, 2018, the Bankruptcy Court granted the motion to lift the automatic stay and also entered an order dismissing the Second Chapter 11 with prejudice to refiling for one year, violations of which to be punishable by contempt.

On December 4, 2018, the Plaintiff exercised its rights under the Deed of Trust dated October 24, 2017, foreclosed upon the Property, and a Substitute Trustee's Deed was recorded under Document No. RP-2018-543060 in the Property Records of Harris County conveying the Property to the Plaintiff. (Exhibit D).

On December 12, 2018, pursuant to Tex. Prop. Code § 24.005, the Plaintiff provided the Defendant with a written Notice to Quit and Vacate via Certified Mail, Return Receipt

Requested. (Exhibit E). Despite this notice and demand, the Defendant has failed and refused to surrender the possession of the Property on demand.

IV.

**Cause of Action for Eviction/Forcible Detainer**

The Defendant has committed a forcible detainer and is in wrongful possession of the Property. The Defendant and other possible persons, occupants at the time of foreclosure and now tenants at sufferance, have failed and refused to surrender possession of the Property on demand.

All conditions precedent to the Plaintiff's recovery of possession of the Property have been performed or have occurred.

The Plaintiff seeks possession of the Property, rental for the time of the Defendant's occupancy as a tenant at sufferance, and attorney's fees pursuant to Tex. Prop. Code, § 24.006.

The Plaintiff consents to e-mail service of the answer and any other motions or pleadings at the e-mail address below.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff prays that the Defendant be cited to appear and answer, and that upon final hearing, Plaintiff have judgment in its favor awarding it possession of the Property, rent, attorney's fees and costs of court, pre and post-judgment interest as allowed by law, and for such other and further relief to which it may be entitled at law or in equity.

Respectfully submitted,

**WAUSON ♦ PROBUS**

By: /s/ Matthew B. Probus  
**Matthew B. Probus**  
State Bar No. 16341200  
mbprobus@w-plaw.com

One Sugar Creek Center Blvd., Suite 880  
Sugar Land, Texas 77478  
(281) 242-0303 – Telephone  
(281) 242-0306 – Telecopy

*ATTORNEYS FOR PLAINTIFF,  
SEGURO ASSETS, LLC*

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*Matthew B. Probus*  
2019 FEB -8 PM 3:53  
HARRIS COUNTY, TEXAS

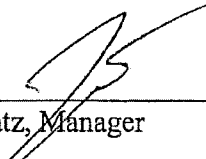
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VERIFICATION

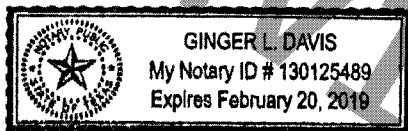
STATE OF TEXAS           §  
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COUNTY OF HARRIS       §

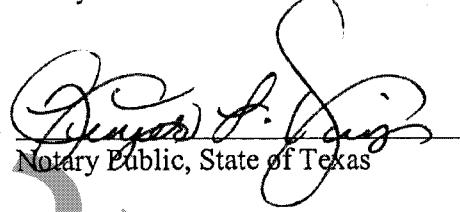
BEFORE ME, the undersigned authority, on this day personally appeared Jeffrey Katz, Manager of Plaintiff, Seguro Assets, LLC, who being by me first duly sworn upon his oath deposed and said that he has read the foregoing Original Petition for Forcible Detainer and that the facts stated therein are within his personal knowledge, true and correct.

SEGURO ASSETS, LLC

  
\_\_\_\_\_  
Jeffrey Katz, Manager

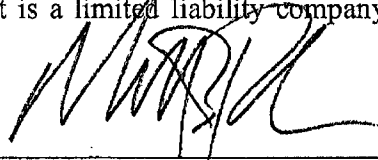
*13th* SUBSCRIBED AND SWORN TO, before me, the undersigned notary public on this the day of December, 2018 to certify which witness my hand and official seal.



  
\_\_\_\_\_  
Notary Public, State of Texas

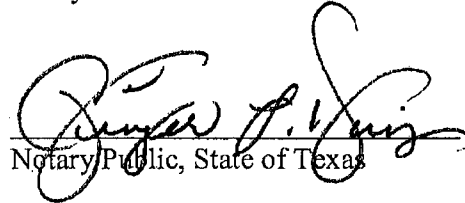
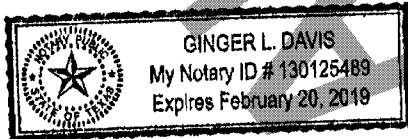
**MILITARY SERVICE AFFIDAVIT**

The law firm of Wauson | Probus has been employed by Plaintiff Seguro Assets, LLC in this matter to secure possession of the real property described in Plaintiff's Original Petition for Forcible Detainer. I have authority on behalf of Plaintiff to make this affidavit, and this affidavit is based upon information provided to this law firm by Plaintiff. As of the date of this affidavit, the named Defendant is not in military service as it is a limited liability company and not an individual.



Matthew B. Probus

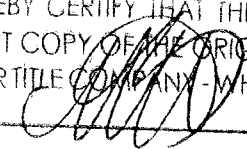
13<sup>th</sup> SUBSCRIBED AND SWORN TO, before me, the undersigned notary public on this the day of December, 2018 to certify which witness my hand and official seal.



Notary Public, State of Texas

Promissory Note

Date: October 24, 2017

WE HEREBY CERTIFY THAT THIS IS A TRUE AND  
CORRECT COPY OF THE ORIGINAL INSTRUMENT  
FRONTIER TITLE COMPANY - WH, L.L.C.  
BY: 

Borrower: EMMANUEL GROUP, LLC

Borrower's Mailing Address: 5031 Ventura Ln.  
Houston, Texas 77021

Lender: SEGURO ASSETS, LLC

Place for Payment: 200 Bartlett Dr., Suite 106  
El Paso, Texas 79912

Principal Amount: \$385,000.00

Annual Interest Rate: 11.99%

Annual Interest Rate on Matured, Unpaid Amounts: The lower of 18% or the highest interest rate allowed by law.

Terms of Payment (principal and interest): This note shall be due and payable as follows:

In equal monthly installments of \$3,957.20 per month, including principal and interest, with the first payment to be due and payable on or before the 1<sup>st</sup> day of December, 2017 and a like payment to be due and payable on or before the same day of each and every month thereafter until the expiration of sixty (60) months from the date hereof when the entire remaining principal balance and all accrued unpaid interest shall be due and payable in full.

The Borrower shall pay to the Lender or holder hereof a late charge of ten percent (10%) of any monthly installment not received within five (5) days after the installment is due.

Security for Payment: This note is secured by a vendor's lien and deed of trust lien against the following described real property, to-wit:

Lots 3, 4 and 5, Block 1, BELMONT ADDITION NO. 1, an Addition in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 572, Page 439, of the Deed Records of Harris County, Texas; SAVE AND EXCEPT the east ten feet (E 10') thereof conveyed to Harris County by Deed recorded in Volume 837, Page 545, Volume 838, Page 459 and Volume 856, Page 519, of the Deed Records of Harris County, Texas.

THIS LOAN IS PAYABLE IN FULL IN FIVE (5) YEARS FROM THE DATE HEREOF.



YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY OR MAY NOT BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Borrower and each surety, endorser, and guarantor 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.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Upon receipt by Borrower of notice of the loss, destruction, theft or total or partial obliteration, mutilation, or inappropriate cancellation of the Note, or the placement of any inappropriate marking on the Note, Borrower shall execute and deliver in lieu thereof, a Replacement Note, identical in form and substance to the Note. Upon execution and delivery by Borrower of the Replacement Note, all references in the loan documents on the Deed of Trust to the Note, shall be deemed to refer to the Replacement Note.

Each Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

EMMANUEL GROUP, LLC

By: Remus Nembhard  
REMUS NEMBHARD, Manager

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10/26/2017 ER \$48.00

**Deed of Trust**

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

**Terms**

Date: October 24, 2017

Grantor: EMMANUEL GROUP, LLC

Grantor's Mailing Address: 5031 Ventura Ln.  
Houston, Texas 77021

Trustee: MARK SALLOUM

Trustee's Mailing Address: 661 S. Mesa Hills Dr., Ste. 100  
El Paso, Texas 79912

Lender: SEGURO ASSETS, LLC

Lender's Mailing Address: 200 Bartlett Dr., Suite 106  
El Paso, Texas 79912

Obligation:

Note:

Date: Of even date.

Original principal amount: \$385,000.00

Borrower: EMMANUEL GROUP, LLC

Lender: SEGURO ASSETS, LLC

Property:

Lots 3, 4 and 5, Block 1, BELMONT ADDITION NO. 1, an Addition in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 572, Page 439, of the Deed Records of Harris County, Texas; SAVE AND EXCEPT the east ten feet (E 10') thereof conveyed to Harris County by Deed recorded in Volume 837, Page 545, Volume 838, Page 459 and Volume 856, Page 519, of the Deed Records of Harris County, Texas.

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Frontier Title Company - WH, LLC.  
GF 1731842

EXHIBIT B

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**Prior Lien:** None.

**Other Exceptions to Conveyance and Warranty:**

This conveyance is subject to easements, restrictions and reservations of record or appearing upon the ground and accruing taxes.

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, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

**Clauses and Covenants**

**A. Grantor's Obligations**

Grantor agrees to—

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain all insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender at least ten days before the expiration of the Required Insurance Coverages;
5. obey all laws, ordinances, and restrictive covenants applicable to the Property;
6. keep any buildings occupied as required by the Required Insurance Coverages;
7. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
8. notify Lender of any change of address.

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**B. Lender's Rights**

1. Lender or Lender's mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—
  - a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
  - b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
  - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
7. Lender may remedy any default without waiving it and may waive any default

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without waiving any prior or subsequent default.

**C. Trustee's Rights and Duties**

If directed by Lender to foreclose this lien, Trustee will—

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order—
  - a. expenses of foreclosure, including a reasonable commission to Trustee;
  - b. to Lender, 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; and
4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

**D. General Provisions**

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will 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 will remain superior to liens later created even if the time of payment of all

or part of the Obligation is extended or part of the Property is released.

5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts 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 and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust will 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 will be credited on the principal of the debt or, if that has been paid, refunded. On any

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acceleration or required or permitted prepayment, any such excess will 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 any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
10. When the context requires, singular nouns and pronouns include the plural.
11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.
14. Grantor and each surety, endorser, and guarantor of the Obligation 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.
15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
17. The term *Lender* includes any mortgage servicer for Lender.
18. Grantor represents that this deed of trust and the Note are given for the following purposes:

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a vendor's lien thereon retained in deed of even date herewith to the undersigned, and this deed of trust is given as additional security for the payment of said indebtedness.



19. This Deed of Trust together with the Note and all other documents executed substantially contemporaneously with this Deed of Trust represent the final agreement of the parties and may not be contradicted by any evidence of prior, contemporaneous, or subsequent oral agreement of the parties. There are no oral agreements between the parties.
20. Grantor agrees not to grant any lien or security interest in the Property or to permit any junior encumbrance to be recorded or any claim to otherwise become an encumbrance against the Property. If an involuntary encumbrance is filed against the Property, Grantor agrees within 30 days to either remove the involuntary encumbrance or provide a bond acceptable to Lender against the involuntary encumbrance. At Lender's sole and incontestable option and discretion, if Grantor grants any other junior or superior lien, security interest or encumbrance, Lender may declare all the sums secured by this Deed of Trust to be immediately due and payable.
21. Upon receipt of Grantor of notice that the Note has been placed for collection or processing by an escrow company, payment collection service or agent (collectively called "Agent"), Grantor agrees to pay any stated or published fee or fees required by Agent in connection with the collection of this debt per Agent's normal business practice.
22. Grantor agrees if requested by Lender, to fully cooperate, adjust and execute for clerical errors or other errors, any or all transaction documents, sales agreement(s), disclosure statements, notes, deeds, deeds of trust, or any other documents, if deemed necessary or desirable in the reasonable discretion of Lender. The Grantor agrees to comply with all above noted requests by the above referenced Lender within 30 days from the date of request. Grantor agrees to assume all costs including, but not limited to, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.
23. If all or any part of the Property is sold, conveyed, leased for a period longer than three (3) years, leased with an option to purchase, or otherwise sold (including any contract for deed), without the prior written consent of the Lender, then the Lender may at Lender's option declare the outstanding principal balance of the note, plus accrued interest, to be immediately due and payable. The creation of a subordinate lien, any sale thereunder, any deed under threat or order of condemnation, any conveyance solely between Grantor, the passage of title by reason of the death of a Grantor or by operation of law shall not be construed as a sale or conveyance of the Property. However, notwithstanding the foregoing, Grantor shall have the right to convey the Property to a entity in which Grantor has established without obtaining the prior written consent of Lender.

24. Upon receipt by Grantor of notice of the loss, destruction, theft or total or partial obliteration, mutilation, or inappropriate cancellation of the Note, or the placement of any inappropriate marking on the Note, Grantor shall execute and deliver in lieu thereof, a Replacement Note, identical in form and substance to the Note. Upon execution and delivery by Grantor of the Replacement Note, all references in the loan documents on this Deed of Trust to the Note, shall be deemed to refer to the Replacement Note.
25. Grantor shall, in addition to the principal and interest installments, deposit with Lender a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated insurance premiums for the improvements on the Property. These tax deposits and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Grantor shall pay any deficiency within 30 days after notice from Lender. Grantor's failure to pay the deficiency shall constitute a default under the Deed of Trust. In the event any superior lienholder on the Property is collecting escrow payments for taxes and insurance, this paragraph shall be inoperative so long as payments are being made to the superior lienholder. In the event Grantor has a surplus in their escrow account that is discovered during a routine Lender audit of the account, any surplus shall be applied to any delinquent payments owed by Grantor.
26. In the event of any default by Grantor on the Note secured by this Deed of Trust or any other debt owed to Lender, Lender may apply any escrowed or held back funds held by Lender to the principal balance of this Note or withhold release if Grantor is in default of any other debt owed to Lender.
27. **GRANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS INSTRUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS INSTRUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING; AND FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO, INCLUDING THE LENDER, MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT TO THE WAIVER OF TRIAL BY JURY. GRANTOR AND**

LENDER ACKNOWLEDGE THAT THIS WAIVER OF RIGHT TO TRIAL BY JURY, AND THAT GRANTOR AND LENDER HAVE BEEN REPRESENTED BY AN ATTORNEY OR HAVE HAS AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THE LOAN DOCUMENTS AND UNDERSTAND THE LEGAL EFFECT OF THIS WAIVER OF RIGHT TO TRIAL BY JURY.

- 28. Grantor expressly represents that the Property herein above mentioned and conveyed to the Trustee forms no part of any property owned, used or claimed by Grantor as exempted from forced sale under the laws of the State of Texas, and Grantor renounces all and every claim thereto under any such law or laws and hereby expressly represents that this Property does not constitute Grantors' homestead but that this is merely an investment of Grantor and that Grantor has no present intent that the herein described Property constitutes its homestead or is exempt under any laws of the State of Texas.

EMMANUEL GROUP, LLC

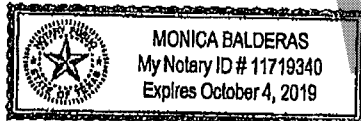
By: Remus Nembhard  
REMUS NEMBHARD, Manager

THE STATE OF TEXAS §  
  §  
COUNTY OF Harris §

This instrument was acknowledged before me on the 24<sup>th</sup> day of October, 2017, by REMUS NEMBHARD, Manager of EMMANUEL GROUP, LLC, a Texas limited liability company.

SEAL:

Monica Balderas  
Notary Public, State of Texas



5808 Cullen Blvd., Houston, Texas 77021

RP-2017-471435

RP-2017-471435  
# Pages 10  
10/26/2017 01:19 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$48.00

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.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2017-471436  
10/26/2017 ER \$20.00

ASSIGNMENT OF RENTS AND LEASES

Date: October 24, 2017  
Borrower: EMMANUEL GROUP, LLC  
Lender: SEGURO ASSETS, LLC  
Property: Lots 3, 4 and 5, Block 1, BELMONT ADDITION NO. 1, an Addition in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 572, Page 439, of the Deed Records of Harris County, Texas; SAVE AND EXCEPT the east ten feet (E 10') thereof conveyed to Harris County by Deed recorded in Volume 837, Page 545, Volume 838, Page 459 and Volume 856, Page 519, of the Deed Records of Harris County, Texas.

Borrower assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Borrower warrants the validity and enforceability of the assignment. Borrower may as Lender's licensee collect rent and other income and receipts as long as Borrower is not in default with respect to the Obligation or this deed of trust. Borrower will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and the deed of trust, Borrower may retain the excess. If Borrower defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Borrower's license to collect rent and other income and then as Borrower's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph to first to expenses incurred in exercising Lender's rights and remedies and then to Borrower's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Borrower becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

BORROWER(S):

EMMANUEL GROUP, LLC

By: Remus Nembhard  
REMUS NEMBHARD, Manager

Page 1 of 2

rontie (file London) vs ...  
GF 1730882

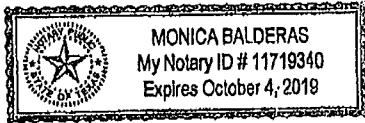
RP-2017-471436

COPY

THE STATE OF TEXAS    §  
  §  
COUNTY OF Harris    §

This instrument was acknowledged before me on the 24<sup>th</sup> day of October 2017, by  
REMUS NEMBHARD, Manager of EMMANUEL GROUP, LLC, a Texas limited liability  
company.

SEAL:



Monica Balderas  
Notary Public, State of Texas

RP-2017-471436  
UNOFFICIAL COPY

5808 Cullen Blvd., Houston, Texas 77021

Page 2 of 2

EXHIBIT C

Page 22

RP-2017-471436  
# Pages 3  
10/26/2017 01:19 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$20.00

RP-2017-471436  
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.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

EXHIBIT C

15-38-91-300

**NOTICE OF THE PEACE**

Notice of the Peace is hereby given to all persons who are interested in the property described herein, to appear at the public hearing on the date and time specified below, to be held at the public hearing room of the County Clerk, Harris County, Texas.

Date: December 4, 2018

Time of Hearing:

Date: October 24, 2017

Applicant: Universal Credit, LLC

Mortgagee: Segura Assets, L.L.C.

Trustee: First National

Recording Information: Record of Deeds, Book 15-38-91-300, Page 102, Harris County, Texas

Property: Lot 2 and 3 of Block 2, Subdivision 1000000000, Harris County, Texas, located in the City of Houston, Texas. The property is currently owned by Universal Credit, LLC, and is being sold to Segura Assets, L.L.C. by First National, Trustee. The property is located at 1000000000, Harris County, Texas. The property is being sold to Segura Assets, L.L.C. by First National, Trustee.

Proceeding Type:

Date: October 24, 2017

Applicant: Universal Credit, LLC

Mortgagee: Segura Assets, L.L.C.

Trustee: First National

Date:

Date of Sale: December 4, 2018

Time of Sale: Between the hours of 10:00 a.m. and 4:00 p.m. on December 4, 2018

Place of Sale: Bay City Court Center, 1401 Main Road, Houston, Texas 77002 in the City of Houston, Harris County, Texas.

Buyer: Segura Assets, L.L.C.

Buyer's Mailing Address:

201 Forest Drive, Unit 2  
P.O. Box 1000000000

Amount of Sale: \$1,100,000.00

By Deed of Trust, Grantor conveyed the Property described herein to the Applicant, Universal Credit, LLC, and the Applicant is now the owner of the Property. The Applicant is now the owner of the Property and is hereby giving notice to all persons who are interested in the Property to appear at the public hearing on the date and time specified above, to be held at the public hearing room of the County Clerk, Harris County, Texas. The Applicant is now the owner of the Property and is hereby giving notice to all persons who are interested in the Property to appear at the public hearing on the date and time specified above, to be held at the public hearing room of the County Clerk, Harris County, Texas.



Advantages of the nature of the title and the nature of the property...  
reference to the land of the land of the land...  
has been under the title... and terms of sale of the property were...  
of the land of the land of the land... and terms of sale of the property were...

Further of the land of the State of Texas...  
the property is a tract... and the land of the land of the land...  
has been paid and the land of the land of the land...

Whereas notice of the land of the land of the land...  
was made on behalf of the land of the land of the land...  
of the land of the land of the land... and the land of the land of the land...

Trustee subject to any and all conditions...  
the amount paid by the land of the land of the land...  
and the land of the land of the land... and the land of the land of the land...

TRUSTEE HAS NOT MADE, AND DOES NOT MAKE ANY REPRESENTATION, EXPRESS OR  
IMPLIED, WITH RESPECT TO THE PERSONAL PROPERTY AND THE PERSONAL PROPERTY HELD TO  
BEVER HAS IN INTERESTS AND WITH ALL CLAIMS, WHICH REMAINS AT THE END OF THIS  
PROCEEDING, CLAIM ENFORCEMENT OR THE LIKE IN THIS DISPOSITION OF PERSONAL PROPERTY

Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on the 14th day of December, 2018 by Brandon P. Saul, Substantive

*Brandon P. Saul*  
Notary Public, State of Texas



Notary Public, State of Texas

5555 North Loop  
5000 North Loop  
1. Post TX 79912

# Wauson ♦ Probus

A Professional Corporation  
ATTORNEYS AT LAW

JOHN WESLEY WAUSON  
jwwauson@w-plaw.com  
BOARD CERTIFIED, Civil Trial Law  
Texas Board of Legal Specialization

ONE SUGAR CREEK CENTER BLVD., SUITE 880  
SUGAR LAND, TEXAS 77478  
281-242-0303 - Telephone  
281-242-0306 - Telecopier

MATTHEW B. PROBUS  
mbprobus@w-plaw.com  
Also licensed in the Commonwealth  
of Massachusetts

December 6, 2018

*Via United States Certified Mail,  
Return Receipt Requested and  
Regular Mail, First Class Postage Prepaid*

Emmanuel Group, LLC  
Attn: Remus C. Nembhard, Manager  
5808 Cullen Blvd.  
Houston, Texas 77021

Emmanuel Group, LLC  
Attn: Sandra Nicely Faconer, Agent  
5810 Cullen Blvd.  
Houston, Texas 77021

Emmanuel Group, LLC  
5031 Ventura Lane  
Houston, Texas 77021

Re: NOTICE TO QUIT AND VACATE.

Dear Sir or Madam:

As attorney for Seguro Assets, LLC, (the "Lender"), I am hereby delivering notice to Emmanuel Group, LLC, and any and all of its agents and/or representatives (the "Tenant at Sufferance"), immediately to vacate the premises located at 5808 Cullen Blvd., Houston, Texas 77021, more particularly described as:

Lots 3, 4 and 5, Block 1, BELMONT ADDITION NO. 1, an addition in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 572, Page 439, of the Deed Records of Harris County, Texas; SAVE AND EXCEPT the east ten feet (E10) thereof conveyed to Harris County by Deed recorded in Volume 837, Page 545, Volume 838, Page 459 and Volume 856, Page 519, of Deed Records of Harris County, Texas.

(the "Premises"). On December 4, 2018, the Lender exercised its rights under the Deed of Trust dated October 24, 2017, foreclosed upon the Premises, and a Substitute Trustee's Deed was recorded under document number RP-2018-543060 in the Property Records of Harris County conveying the Premises to Lender. You are now acting as a tenant at sufferance. Demand for possession is hereby made. Your failure to immediately vacate the Premises may subject you to the remedies of eviction, damages, and attorney's fees.

If you have not vacated the Premises within three (3) days from the date of this letter, appropriate legal action will be taken before the Justice of the Peace to obtain possession of the Premises and to collect any damages and costs incurred to enforce this remedy. Delay or postponement of such action shall not constitute a waiver.

Your immediate attention to this request to vacate the Premises will be appreciated and will save legal fees that you may ultimately be responsible to pay. Please contact the undersigned if you have any questions

Sincerely,

WAUSON | PRÖBUS

Matthew B. Probus  
For the Firm

**Please be advised that this firm is attempting to collect the above-referenced debt, and that any information obtained will be used for that purpose.**

Cc: Client

7018 0360 0001 7677 1572

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Return Receipt (electronic) \$ \_\_\_\_\_

Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ 6.67

Emmanuel Group, LLC  
Attn: Remus C. Nembhard, Manager  
5808 Cullen Blvd.  
Houston, Texas 77021

PS Form 3800, April 2015 PSN 7530 02-000-9017 See Reverse for Instructions

7018 0360 0001 7677 1558

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Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ 6.67

Emmanuel Group, LLC  
Attn: Sandra Nicely Faconer, Agent  
5810 Cullen Blvd.  
Houston, Texas 77021

PS Form 3800, April 2015 PSN 7530 02-000-9047 See Reverse for Instructions

UNOFFICIAL

7018 0360 0001 7677 1565

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Certified Mail Restricted Delivery \$ \_\_\_\_\_

Adult Signature Required \$ \_\_\_\_\_

Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ 6.67

Emmanuel Group, LLC  
5031 Ventura Lane  
Houston, Texas 77021

PS Form 3800, April 2015 PSN 7530 02-000-9047 See Reverse for Instructions

CIVIL PROCESS REQUEST FORM

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING  
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: 187100547718 CURRENT COURT: Justice Court of Harris Co. Precinct 7-1

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Plaintiff's Original Petition for Forcible Detainer

FILE DATE OF MOTION: December 14, 2018  
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Emmanuel Group, LLC  
ADDRESS: 5808 Cullen Blvd, Houston, Texas 77021  
AGENT, (if applicable): Rernus Nembhard

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): \_\_\_\_\_

SERVICE BY (check one):

- ATTORNEY PICK-UP
- CONSTABLE
- CIVIL PROCESS SERVER - Authorized Person to Pick-up: \_\_\_\_\_ Phone: \_\_\_\_\_
- MAIL
- CERTIFIED MAIL
- PUBLICATION:
  - Type of Publication:  COURTHOUSE DOOR, or
  - NEWSPAPER OF YOUR CHOICE: \_\_\_\_\_
- OTHER, explain \_\_\_\_\_

ATTENTION: Effective June 1, 2010

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thanks you,

\*\*\*\*\*

2. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
AGENT, (if applicable): \_\_\_\_\_

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): \_\_\_\_\_

SERVICE BY (check one):

- ATTORNEY PICK-UP
- CONSTABLE
- CIVIL PROCESS SERVER - Authorized Person to Pick-up: \_\_\_\_\_ Phone: \_\_\_\_\_
- MAIL
- CERTIFIED MAIL
- PUBLICATION:
  - Type of Publication:  COURTHOUSE DOOR, or
  - NEWSPAPER OF YOUR CHOICE: \_\_\_\_\_
- OTHER, explain \_\_\_\_\_

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Matthew Brian Probus TEXAS BAR NO./ID NO. 16341200  
MAILING ADDRESS: 1 Sugar Creek Center Blvd., Ste. 880, Sugar Land, TX 77478  
PHONE NUMBER: 281 242-0303 FAX NUMBER: 281 242-0306  
area code phone number area code fax number  
EMAIL ADDRESS: mbprobus@w-plaw.com