

NO. 2020-73679

MANUEL A. ACOSTA AND ROSARIO
S. ACOSTA

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IN THE DISTRICT COURT

vs.

270th JUDICIAL DISTRICT

PECHUA, A NEVADA CORPORATION,
et al.

HARRIS COUNTY, TEXAS

AFFIDAVIT OF MANUEL A. ACOSTA

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared MANUEL A. ACOSTA, who, being by me first duly sworn states under oath as follows:

1. My name is MANUEL A. ACOSTA. I am over the age of eighteen (18) years, have never been convicted of a felony and am qualified in all respects to make this Affidavit. I have personal knowledge of all the facts set forth in this Affidavit.
2. On April 27, 1995, I purchased the real property known as Lot Seventy-Six (76) and the North 15 feet of Lot Seventy-Five (75), in Block Seven (7), of Ridgecrest Addition, Section Two (2), an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 37, Page 12 of the Map Records of Harris County, Texas (the "Property"). A certified copy of the deed is attached hereto as Exhibit "A".

3/6/2023 4:32:35 PM
Marilyn Burgess - District Clerk
Harris County
Envelope No: 73388246
By: System user, TexFile
Filed: 3/6/2023 4:32:35 PM

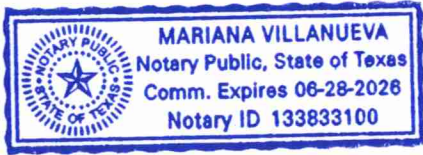
Unofficial Copy Office of Marilyn Burgess District Clerk


3. As part of my purchase of the Property, I secured a loan in the amount of \$56,050.00 from Standard Federal Bank, a federal savings bank. A certified copy of the deed of trust is attached hereto as Exhibit "B".
4. I have lived used, cultivated, and enjoyed the Property uninterrupted since 1995. I have paid all ad valorem taxes assessed against the Property.
5. I have never met Vinh Truong, Jessica Davalos, Elizabeth Nguyen, or any representatives from any of the Defendants trust and entities. I do not know who The Acosta Family Trust is. I have never setup a family or living trust.
6. I have never agreed to sell the Property. I have never knowingly signed any deed that conveys the Property. I have never received any money or other consideration for the alleged sale of the property from me to The Acosta Family Trust.
7. I was not aware that title was taken from my wife Rosario and my names until we attempted to sell the Property in 2020. I was then forced to hire Ted A. Cox, P.C. to litigate my claims of ownership to the Property.
8. I have read this Affidavit and all of the facts set forth herein are within my personal knowledge and are true and correct.

SIGNED this the 06 day of March, 2023.


MANUEL A. ACOSTA

SUBSCRIBED AND SWORN TO BEFORE ME on this the 06 day of March, 2023.




Notary Public, State of Texas

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT A

#95772274

TITLE AGENCY #77

R375694

GENERAL WARRANTY DEED

05/01/95 00358636 R375694 \$ 11.25

THE STATE OF TEXAS :
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS:

THAT FLOYD D. BAKER AND SPOUSE, REBA SUE BAKER

503-64-3782

, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by MANUEL A. ACOSTA

, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the original principal sum of FIFTY SIX THOUSAND FIFTY AND NO / 100

DOLLARS (\$ 56,050.00), bearing even date herewith, payable to the order of STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK

hereinafter called "Mortgagee," bearing interest at the rate therein provided; said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to MIKE DAWSON

Trustee(s); and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above described Promissory Note, said Vendor's Lien and Superior Title against said property securing the payment of said Promissory Note are hereby assigned, transferred and delivered without recourse to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all rights and remedies of Grantor in the premises by virtue of said lien;

And Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto said Grantee, the following described real property, to-wit:

LOT SEVENTY SIX (76) AND THE NORTH 15 FEET OF LOT SEVENTY FIVE (75), IN BLOCK SEVEN (7), OF RIDGECREST ADDITION, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 37, PAGE 12 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

FILED

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Elizabeth R. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Official County Office of Evelyn B. Jones, District Clerk

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns FOREVER. Grantor does hereby bind himself, his heirs, executors and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.



Deborah H. Huggins

County Clerk Harris County, Texas



503-64-3783

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance fund liens, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located.

But it is expressly agreed that the Grantor herein reserves and retains for himself, his heirs and assigns, a VENDOR'S LIEN as well as the Superior Title, against the above described property, premises and improvements, until the above described Promissory Note and all interest therein have been fully paid according to the terms thereof, when this Deed shall become absolute.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

DATED the 27TH day of APRIL, 1995.

Floyd D. Baker
FLOYD D. BAKER

Reba Sue Baker
REBA SUE BAKER

Grantee's Mailing Address:

1845 WESTCREST
HOUSTON, TEXAS 77055

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 27th day of APRIL, 1995, by FLOYD D. BAKER AND SPOUSE, REBA SUE BAKER

NOTARY PUBLIC

My commission expires:

Notary's Name (printed)

THE STATE OF
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____, by _____ of _____

on behalf of said _____

NOTARY PUBLIC

My commission expires:

Notary's Name (printed)

RETURN ORIGINAL TO:
MANUEL A. ACOSTA
1845 WESTCREST
HOUSTON, TEXAS 77055



503-64-3784.

Shirley H. Hightower

County Clerk Harris County, Texas



Unofficial Copy Office of Marilyn Burgess District Clerk

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 on

MAY 1 1995



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS





I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This March 6, 2023

Teneshia Hudspeth, County Clerk
Harris County, Texas

Unofficial Copy Office of Mervyn Burgess District Clerk

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.



EXHIBIT B

#95772274

RETURN ORIGINAL TO:
STANDARD FEDERAL BANK
2600 WEST BIG BEAVER ROAD
TROY, MICHIGAN 48084

TITLE AGENCY #77

R375695

503-64-3785

05/01/95 00358637 R375695 4-25.00

[Space Above This Line For Recording Data]

206553642

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on APRIL 27TH, 1995. The grantor is MANUEL A. ACOSTA AND SPOUSE, ROSARIO S. ACOSTA

.....("Borrower"). The trustee is MIKE DAWSON, whose address is 129000 PRESTON ROAD #500, DALLAS, TEXAS 75230

("Trustee"). The beneficiary is STANDARD FEDERAL BANK A FEDERAL SAVINGS BANK which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 2600 W. BIG BEAVER ROAD, TROY, MICHIGAN 48084

.....("Lender"). Borrower owes Lender the principal sum of FIFTY SIX THOUSAND FIFTY AND NO / 100 Dollars (U.S. \$ 56,050.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2025

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in HARRIS County, Texas:

LOT SEVENTY SIX (76) AND THE NORTH 15 FEET OF LOT SEVENTY FIVE (75), IN BLOCK SEVEN (7), OF RIDGECREST ADDITION, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 37, PAGE 12 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

which has the address of 1845 WESTCREST, HOUSTON, Texas 77055 ("Property Address");
[Street] [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

503-64-3786

Page 2 of 9 Monday, March 6, 2023

Harris County

County Clerk Harris County, Texas



1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.





All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days, a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.





9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural



503-64-3789

Deborah Harshbarger



person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public vendue between the hours of 10 a.m. and 4 p.m. on the first Tuesday in the month. Borrower authorizes Trustee



Rosemary Harris



503-64-3790

to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this paragraph 21, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

25. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

26. Waiver of Notice of Intention to Accelerate. Borrower waives the right to notice of intention to require immediate payment in full of all sums secured by this Security Instrument except as provided in paragraph 21.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

28. Purchase Money; Vendor's Lien; Renewal and Extension. [Complete as appropriate]

The Note secured hereby is primarily secured by the Vendor's Lien retained in the Deed of even date herewith conveying the property to Borrower, which Vendor's Lien has been assigned to Lender, this Deed of Trust being additional security therefor.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Manuel A. Acosta(Seal)
MANUEL A. ACOSTA -Borrower

Rosario S. Acosta(Seal)
ROSARIO S. ACOSTA -Borrower



Carolina Hughes

County Clerk Harris County, Texas



503-64-3791

.....(Seal)
-Borrower

.....(Seal)
-Borrower

[Space Below This Line For Acknowledgement]

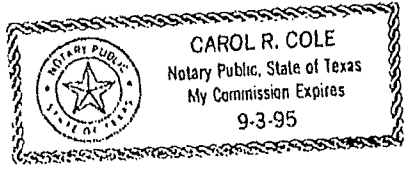
STATE OF TEXAS, Harris County ss:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MANUEL A. ACOSTA AND SPOUSE, ROSARIO S. ACOSTA

....., known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of APRIL, 1995

Carla
.....
Notary Public



MY COMMISSION EXPIRES:

Unofficial Copy Office
Carolina Hughes District Clerk



503-64-3792

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 27TH day of APRIL, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1845 WESTCREST HOUSTON, TEXAS 77055
 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS TO WHICH THE PROPERTY IS SUBJECT

(the "Declaration"). The Property is a part of a planned unit development known as RIDGECREST ADDITION
 [Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners' association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas

Shirley H. Hight

County Clerk Harris County, Texas



and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

503-64-3793

Page 9 of 9 Monday, March 6, 2023

Beauvoir Kaufman

County Clerk Harris County, Texas



Manuel A. Acosta
MANUEL A. ACOSTA (Seal)
-Borrower

Rosario S. Acosta
ROSARIO S. ACOSTA (Seal)
-Borrower

..... (Seal)
-Borrower

..... (Seal)
-Borrower

FILED

95 MAY -1 PM 1:29

Beauvoir B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess, Public Clerk

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 }

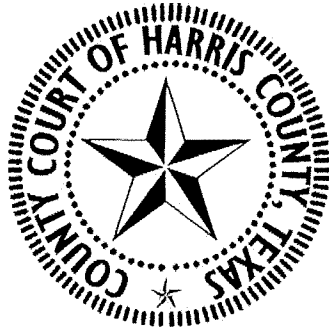
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAY 1 1995



Beauvoir B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS





I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This March 6, 2023

Teneshia Hudspeth, County Clerk
Harris County, Texas

Unofficial Copy Office of Mervyn Burgess District Clerk

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.



VINH TRUONG - May 25, 2022

1 that you only met him one time, correct?

2 A. Yes.

3 Q. So this was during the same meeting he signed
4 the contract?

5 A. Yes.

6 Q. Okay. And you agree to pay him money in
7 exchange for the property?

8 A. I -- I'm not sure what the consideration was
9 at the time.

10 Q. You don't remember if you paid him check or
11 paid him something on his behalf?

12 A. No, I don't recall.

13 Q. Do you have any records of that?

14 A. No.

15 Q. So you don't have any records that you paid
16 him anything; is that correct?

17 A. Yes, correct.

18 Q. Or paid anything on his behalf?

19 A. No, no records.

20 Q. What is your relationship to the Acosta Family
21 Trust?

22 A. Just trustee.

23 Q. You're the trustee of the trust?

24 A. Yes.

25 Q. Who is the principal?

VINH TRUONG - May 25, 2022

1 A. I'm not sure I understand the question.

2 Q. So a trust has a beneficiary, correct, and a
3 trustee?

4 A. Correct.

5 Q. So who so is the beneficiary of the trust?

6 MR. JACKSON: Objection; form.

7 A. Should be the sellers.

8 Q. (BY MR. WHEELER) It should be Manuel and
9 Rosario Acosta?

10 A. Yes.

11 Q. Was there any other trustees besides you?

12 A. Not that I'm aware of.

13 Q. Is the trust still active?

14 A. No.

15 Q. What was the purpose of the trust?

16 A. To transfer ownership.

17 Q. Why transfer ownership into the trust and not
18 one of your companies?

19 A. I didn't have a company then.

20 Q. But you had to set up a trust, correct?

21 MR. JACKSON: Objection; form.

22 A. Yes.

23 Q. (BY MR. WHEELER) So you set up a trust
24 instead of an L.L.C. or corporation?

25 A. Yes.

VINH TRUONG - May 25, 2022

1 see. Who is the -- I'm sorry. Back up.

2 Who is the settlors of the trust,

3 Paragraph 4?

4 A. Manuel A. Acosta and wife Rosario S. Acosta.

5 Q. And who does it list the trustee as?

6 A. The trust -- Vinh Truong.

7 Q. Who does it list the trustee in No. 5, it says
8 next to "trustees are" -- I'm sorry.

9 Underneath it, says beneficiaries, so
10 better question would be: Who is the beneficiary of
11 this trust?

12 A. Jessica Davalos.

13 Q. Who is Jessica Davalos?

14 A. Don't know.

15 Q. You don't know who that is?

16 A. No.

17 Q. But you were the trustee of this trust,
18 correct?

19 MR. JACKSON: Objection; form.

20 A. Yes.

21 Q. (BY MR. WHEELER) And Jessica is listed as the
22 beneficiary, correct?

23 MR. JACKSON: Objection; form.

24 A. Yes.

25 Q. (BY MR. WHEELER) But you don't know who that

EXHIBIT C

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1: Identify the company or companies you worked for during the 2005 tax year.

ANSWER: Realstone Advisors.

INTERROGATORY NO. 2: Please state whether you kept a record log of all of your notaries and the location of said notary log.

ANSWER: Davalos did keep a contemporaneous notary log, but does not know where the relevant logs may be from 2005/2006 after all these years.

INTERROGATORY NO. 3: Please state whether you ever worked for or were compensated by Defendant Vinh Truong or Defendant Realstone Advisors & Associates, LLC.

ANSWER: Yes, Davalos worked for Vinh Truong and Realstone Advisors in the past.

INTERROGATORY NO. 4: Please state whether Defendant Elizabeth Nguyen was present when you notarized that certain Warranty Deed to Trustee, dated March 26, 2005 between Manuel A. Acosta and Rosario S. Acosta, as Grantor and The Acosta Family Trust, Vinh Truong, as Grantee, as recorded in the Real Property Records of Harris County under file no. Y355912.

ANSWER: Davalos cannot specifically recall whether Defendant Elizabeth Nguyen was present when she notarized that certain Warranty Deed to Trustee, dated March 26, 2005. However, there was usually a witness for all documents Davalos notarized in that time period and Elizabeth Nguyen was a witness a lot of the time.

INTERROGATORY NO. 5: Identify all conversations between Defendant and Defendant Vinh Truong pertaining to Plaintiffs' Petition and/or the Property.

ANSWER: Davalos cannot specifically recall any conversations between herself and Vinh Truong.

INTERROGATORY NO. 6: Identify all communications Defendant had with Plaintiffs.

ANSWER: Davalos cannot specifically recall any conversations between herself and the Plaintiffs.

RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Produce all notary books, logs, or other documents verify you were present when Plaintiffs allegedly signed the Warranty Deed to Trustee, dated March 26, 2005 between Manuel A. Acosta and Rosario S. Acosta, as Grantor, and The

EXHIBIT D

RESPONSES TO REQUEST FOR INTERROGATORIES

1. Please state whether Defendant witnessed the signatures of Manuel A. Acosta and Rosario A. Acosta on that certain Warranty Deed to Trustee dated March 26, 2005, between Manuel A. Acosta and Rosario S. Acosta, as Grantor, and The Acosta Family Trust, Vinh Truong, as Trustee, as recorded in the Real Property Records of Harris County under File No. Y355912.

RESPONSE: The responding party does not remember witnessing such signatures of Manuel A. Acosta and Rosario A. Acosta.

2. Please state whether the Defendant's signature is authentic and/or genuine as found in that certain Warranty Deed to Trustee dated March 26, 2005, between Manuel A. Acosta and Rosario S. Acosta, as Grantor, and The Acosta Family Trust, Vinh Truong, as Trustee, as recorded in the Real Property Records of Harris County under File No. Y355912.

AMENDED RESPONSE: The responding party maintains that her signature on the Deed is not her signature and as such she maintains that it is not then authentic or genuine. The responding party does not know whether such other signatures on the Deed are authentic or genuine.

3. Please describe Defendant's knowledge of the alleged \$40,000.00 loan between The Acosta Family Trust, Vinh Truong as Trustee, as Borrower, and Realstone Advisors & Associates, LLC, as Lender, that Defendant is listed as trustee for under that certain Deed of Trust dated March 27, 2005, between The Acosta Family Trust, Vinh Truong as Trustee, as Grantor, and Realstone Advisors & Associates, LLC, as Beneficiary, as recorded under that certain Deed of Trust dated March 27, 2005 and recorded in the Real Property Records of Harris County under File No. 20060031824.

RESPONSE: The responding does not know of the alleged \$40,000.00 loan.

4. Please identify any examples or instances you are aware of of Defendant Vinh Truong or Defendant Realstone Advisors & Associates, LLC (a) filing fraudulent documents in the real property records of Texas counties; or (b) taking title to real property from people that claim they did not agree to sell the real property to him.

RESPONSE: The responding party does not know of any such examples or instances. The responding party has provided a deposition of Vinh Truong in which description was made by him as to certain undertakings in real property transactions as stated therein.

5. Please identify who Jessica Davalos is and what you know about her role with Defendant Vinh Truong's business dealings.

RESPONSE: The responding party provides that Jessica Davalos is Vinh Truong's ex-sister-in-law. The responding party is unaware of her role in any such business dealings.

6. Please identify what entities that Defendant Vinh Truong has an interest in that you are aware of.