

Deed of Trust to Secure Assumption

Basic Information

Date: April 11, 2023

Grantor: DAYNA DIANE SANCHEZ

Grantor's Mailing Address:

8114 Dorcrest Lane
Houston, Texas 77070

Trustee: Robert Tsai

Trustee's Mailing Address:

4900 Woodway Drive, Suite 660
Houston, Texas 77056

Beneficiary: ERNEST SIMON SANCHEZ

Beneficiary's Mailing Address:

8126 Devonwood Lane
Houston, Texas 77070

Notes and Deeds of Trust Assumed:

Date: May 18, 2017

Original principal amount: \$154,156.00

Maker and Grantor: Dayna Diane Sanchez and Ernest Simon Sanchez, husband and wife

Payee and Beneficiary: Envoy Mortgage, LTD

Date: May 18, 2017

Original principal amount: \$6,166.00

Maker and Grantor: Dayna Diane Sanchez and Ernest Simon Sanchez, husband and wife

Payee and Beneficiary: Envoy Mortgage, LTD

Date: October 23, 2018

Original principal amount: \$15,993.00

Maker and Grantor: Dayna Diane Sanchez and Ernest Simon Sanchez, wife and husband

Payee and Beneficiary: Secretary of Housing and Urban Development

Date: August 18, 2021

Original principal amount: \$145,520.90

Maker and Grantor: Dayna Diane Sanchez and Ernest Simon Sanchez, wife and husband
Payee and Beneficiary: Idaho Housing and Finance Association

Date: August 18, 2021

Original principal amount: \$30,057.64

Maker and Grantor: Dayna Diane Sanchez and Ernest Simon Sanchez, wife and husband
Payee and Beneficiary: Secretary of Housing and Urban Development

Property (including any improvements):

Lot Thirty-Six (36), in Block Five (5), of Prestonwood Forest, Section One (1), a Subdivision in Harris County, Texas, According to the map or plat thereof, recorded in volume 173, page 126, of the map records of Harris County, Texas

more commonly known as 8114 Dorrcrest, Houston, Texas 77070.

Prior Lien: See Notes and Deeds of Trusts Assumed Above

Other Exceptions to Conveyance and Warranty: None

Consideration: Beneficiary has conveyed the property to Grantor, who as part of the consideration promised to pay the note assumed and to be bound by the deed of trust assumed.

A. Granting Clause

For value received and to secure Grantor's assumption, 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. If Grantor performs all the covenants of the notes and deeds of trust assumed and if Beneficiary has not filed a notice of advancement, a release of the deed of trust assumed will release this deed of trust to secure assumption and Beneficiary's vendor's lien.

B. Grantor's Obligations

Grantor agrees to –

- B.1. perform all the covenants of the Notes and Deeds of Trust assumed; and
- B.2. notify Beneficiary and Lender of any change of address.

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C. Beneficiary's Rights

C.1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

C.2. If Grantor fails to perform any of Grantor's obligations under the notes assumed or deeds of trust assumed, Beneficiary may perform those obligations, advance funds required, and then be reimbursed by Grantor on demand for any amounts so advanced, including attorney's fees, plus interest on those amounts from the dates of payment at the highest legal rate. The amount to be reimbursed will be secured by this deed of trust to secure assumption.

C.3. Beneficiary may file a sworn notice of such advancement in the office of the county clerk in the county in which the property is located. The notice will detail the dates, amounts, and purposes of the amounts advanced and the legal description of the property.

C.4. If Grantor fails on demand to reimburse Beneficiary for the amounts advanced and such failure continues after Beneficiary gives Grantor notice of the failure and the time within which it must be cured, to the extent required by law or by written agreement, Beneficiary may --

- a. exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect;
- b. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary'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 to the amount owed to Beneficiary.

D. Trustee's Rights and Duties

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If directed by Beneficiary to foreclose this lien, Trustee will –

D.1. either personally or by agent give notice of the foreclosure sale as required by this deed of trust to secure assumption and the Texas Property Code as then in effect;

D.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;

D.3. from the proceeds of the sale, pay, in this order –

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Beneficiary, the full amount advanced, 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

D.4. be indemnified, held harmless, and defended by Beneficiary 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 to secure assumption, 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.

E. General Provisions

E.1. If any of the property is sold under this deed of trust to secure assumption, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the property will be presumed to be true.

E.3. Proceeding under this deed of trust to secure assumption, filing suit for

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foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will be superior to liens later created even if Beneficiary has made no advancements when later liens are created.

E.5. If any portion of the advancements cannot be lawfully secured by this deed of trust to secure assumption, payments will be applied first to discharge that portion.

E.6. A sale of the property under this deed of trust to secure assumption-

- a. is subject to Grantor's continuing obligation to make all payments owing on the note assumed and to perform all obligations under the deed of trust assumed; and
- b. does not extinguish Trustee's right to conduct subsequent sales of the property for future Grantor defaults under this deed of trust to secure assumption.

E.7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the note assumed and performance of the deed of trust assumed, but if the rent exceeds the amount due with respect to the note and deed of trust assumed, Grantor may retain the excess. If a default exists in payment of the notes assumed or performance of this deed of trust to secure assumption or of the deeds of trust assumed, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect.

Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.

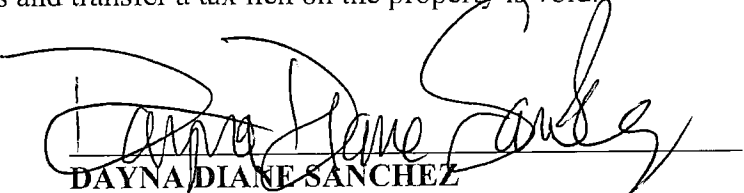
E.8. Interest on the debt secured by this deed of trust to secure assumption will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any 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.

E.9. Any action taken under this deed of trust to secure assumption will not extinguish the rights of Beneficiary to proceed against Grantor under the indemnity contained in the deed by which Grantor assumed the note and deed of trust assumed.

E.10. When the context requires, singular nouns and pronouns include the plural.

E.11. This deed of trust to secure assumption binds, benefits, and may be enforced by the successors in interest of all parties.

E.12 Grantor waives and surrenders to Beneficiary (a) Grantor's power to authorize anyone (other than Beneficiary or Grantor) to pay ad valorem taxes on the property and (b) Grantor's power to authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary. Grantor agrees and declares that any authorization from Grantor to another (other than Beneficiary) to pay the taxes and transfer a tax lien on the property is void.


DAYNA DIANE SANCHEZ

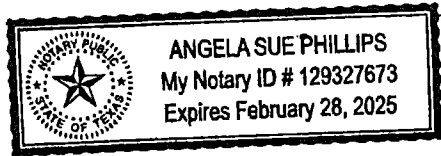
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This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on April 11, 2023 by **DAYNA DIANE SANCHEZ**.



Angela Sue Phillips

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Law Office of Robert Tsai, PLLC
4900 Woodway Drive, Ste. 660
Houston, Texas 77056
Tel: (832) 278-1995

AFTER RECORDING RETURN TO:

ERNEST SIMON SANCHEZ
8126 Devonwood Lane
Houston, Texas 77070

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RP-2023-134323
Pages 8
04/17/2023 10:41 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

RECORDERS MEMORANDUM

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

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

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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