

**SECOND LIEN
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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

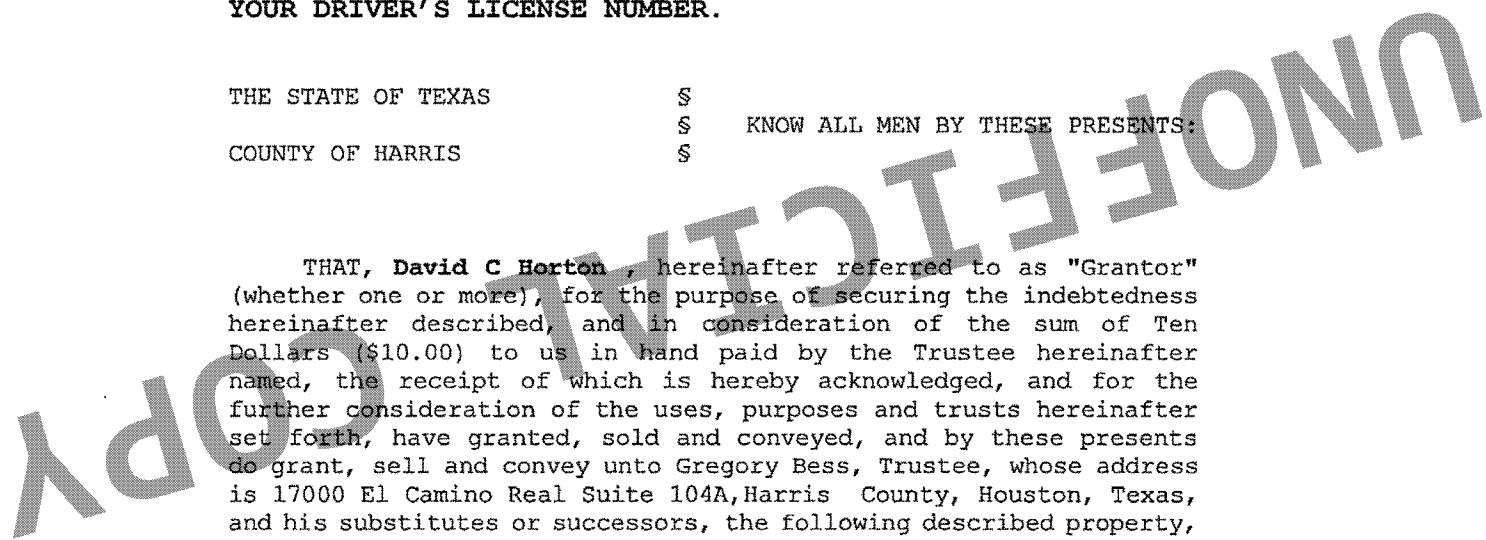
THAT, David C Horton, hereinafter referred to as "Grantor" (whether one or more), for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto Gregory Bess, Trustee, whose address is 17000 El Camino Real Suite 104A, Harris County, Houston, Texas, and his substitutes or successors, the following described property, to-wit:

LAND: 10035 Antrim LN, La Porte, Texas 77571, legally known as LT 25 BLK 2 Fairmont Park West SEC 1.

The conveyance evidenced by this instrument is made subject to any and all easements, restrictions, covenants, conditions and reservations of record, if any, applicable to all or any portion of the property.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantor does hereby bind Grantor's heirs, executors, administrators

RP-2023-381103



and assigns to warrant and forever defend the said premises unto the said Trustee, his substitute or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in Trust to secure payment of one (1) promissory note of even date herewith in the principal sum of **\$25,000.00**, executed by Grantor, payable to the order of **Kyle Joseph Copeland & Shelby Kay Copeland**, in the City of Houston, Harris County, Texas, as therein provided; bearing interest as therein stipulated providing for acceleration of maturity and for attorney's fees.

The lien hereof and any and all liens securing the note secured hereby shall be and remain subordinate to the liens, as renewed, extended, re-amortized, or otherwise adjusted from time to time, securing that certain note in the principal amount of **\$78,313.45**, dated September 1, 2023 and executed by David Horton, payable to the order of **Mr Cooper Home Loans / RushMore Loan Management (current servicer)**, filed for record under Clerk's File No. and/or in Volume, Page, of the Official Public Records of Real Property of County, Texas.

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

Grantor covenants and agrees as follows:

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

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

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep

RP-2023-381103

COPY
UNRECORDED

said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such insurance company or companies as may be approved by Beneficiary and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; and any proceeds which Beneficiary may receive under any such policy or policies, may be applied by Beneficiary, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantor to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

In the event Grantor shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at the rate stated in said note and shall be paid by Grantor to Beneficiary upon demand, at the same place at which said note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

In the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance

with the terms thereof or of a breach of any of the covenants herein contained to be performed by Grantor, or in the event Grantor fails to pay any sums due or to become due on any indebtedness secured by prior liens on the property herein conveyed, or fails in the performance of any conditions, agreements or covenants contained in the prior lien security instrument, then and in any of such events Beneficiary may elect, Grantor hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default on the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, and mailing and filing notices, as required by Section 51.002, Texas Property Code, as then amended and otherwise complying with that statute, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantor, Grantor's executors, administrators, heirs, successors and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to Trustee, which commission shall be due and owing in addition to the attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantor, Grantor's heirs, executors, administrators, successors or assigns; and the recitals in the conveyance to Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matter therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantor, Grantor's heirs, executors, administrators, successors or assigns.

In the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to

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

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

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

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

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

UNNOTICED COPY

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

As further security for the payment of the hereinabove described indebtedness, Grantor hereby transfers, assigns, and conveys unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event default in the payment of said note hereunder, Beneficiary, his agent or representative, as hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same, and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his rights to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

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

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

said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantor for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantor or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantor be obligated to pay interest thereon in excess of such rate.

This Deed of Trust shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors or assigns.

Should Grantor transfer, assign, convey, hypothecate or otherwise encumber the property described herein, or any interest therein, either legal or equitable, without the prior written consent of Beneficiary shall have the right to immediately accelerate all sums due under the note secured hereby and demand immediate payment thereof. Such transfer, hypothecation or encumbrance, without Beneficiary's prior written consent, shall be an element of default hereunder and shall enable Beneficiary to exercise any and all remedies herein. As a condition to such consent, however, Beneficiary shall have the right to approve the creditworthiness of any assignee or purchaser of any interest in the property herein described.

UNOFFICIAL COPY

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

Additional Provisions:

The note secured hereby represents \$25,000.00 in cash paid to Grantor by Beneficiary, the receipt of which Grantor acknowledges

EXECUTED this 23rd day of September, 2023.

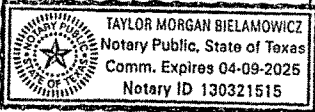
Grantor - [Signature] Date 9-29-23

Grantor - David C Horton Date

THE STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on this the 29 day of September 2023 by as of

[Signature]
Taylor Bielawicz



NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY

AFTER RECORDING RETURN TO:
Kyle Joseph Copeland & Shelby Kay Copeland
1509 Park Dr
Seabrook, Texas 77586

RP-2023-381103

UNOFFICIAL COPY

RP-2023-381103

RP-2023-381103
Pages 9
10/04/2023 11:53 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$46.00

UNOFFICIAL

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

COPY