

COUNTY CIVIL COURT  
AT LAW NO. FOUR (4)  
HARRIS COUNTY, TEXAS

DOCKET NO. 1202745

RYSE INVESTMENT LLC

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HARRIS COUNTY, TEXAS

VS.

IN THE COUNTY CIVIL COURT  
AT LAW NO. 4

CHEMEKA ALEXANDER

**MOTION TO DISMISS DUE TO LACK OF JURISDICTION**

COMES NOW, Chemeka Alexander hereby "Alexander," appellant on docket no. 1202745, requesting upon Trial De Nova that the Harris County Civil Court Reverse the erred decision of the Justice of the Peace Court due to Lack of Jurisdiction. "Alexander," by attached affidavits with evidence by exhibit, will show the County Civil Court the issues set forth as follows:

**BACKGROUND:**

1. 15 USC 1602(f) The term "credit" means the right granted by a creditor to a debtor to defer payment of debt or to incur debt and defer its payment. 2. 15 USC 1602(e) The term "person" means a natural person or an organization. 3. A Realty Trust is a nominee trust. That means it isn't a "true trust". Instead, it establishes a principal/agency relationship between the Trustee and the beneficiaries.

UNOFFICIAL

COPY

On July 15, 2019 "Alexander" entered into a contract with Yulecia and Antonio Johnson herein the "Johnsons" to purchase the property on Nulakewest Ct. "Alexander," entered into the contract with the intent of conducting a consumer credit transaction for family and household (residential) purposes. "Alexander," upon closing, held August 29, 2019, at First American Title Company signed a multitude of documents without legal counsel, of which were believed to be in accordance with the communications upon the buyer/seller contract previously agreed on between "Alexander" and the "Johnsons." Around December of 2020 "Alexander" decided to move to the country in Louisiana to be closer to her family pending the court hearing on family matters. In October 2021 "Alexander" sold the property to Janet Alexander, herein "Janet." In July of 2021 "Alexander" learned that the documents signed in favor of Guild Mortgage Company were not in accordance to a residential transaction as intended for family purposes but was converted into a Uniform Commercial Code transaction for commercial and business purposes. "Alexander" immediately reached out to Guild Mortgage Company who declined to rectify the matter once informed, that a completely different transaction had transpired without "Alexander's" knowledge or consent. "Alexander" began correspondence, responding to Guild Mortgage Company to resolve the matter. Upon referring with legal counsel "Alexander" discovered the applicable laws for the transaction were governed by, Texas Business and Commerce Code (Uniform Commercial Code), Truth in Lending Act (federally protected consumer laws) and DTPA. "Alexander" in 2021 began a series of necessary legal and lawful actions concerning "Alexander's" fee simple interest (freehold estate). These actions are listed in detail in the point of errors entailed below with supporting exhibits and affidavits. Although over one year later whereas "Alexander" believed the issue to be resolved with Guild Mortgage Company, notwithstanding the previous statement, Guild Mortgage Company without standing moved to foreclose on

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the property setting a sale date for September 6, 2022. While shocked “Alexander” was forced to alert “Janet” whom was unaware of any issue. “Janet” and “Alexander” were present at the sale to warn potential investors of adverse claims to the property. In spite of all in person communication to include notice of lis pendens. Ryse Investments LLC, Shajuiet Weaver, decided to ignore all the documents presented to her at the auction.

### ARGUMENTS AND AUTHORITIES/ POINTS OF ERROR

#### POINT OF ERROR: ONE

The Justice of the Peace Court erred in deciding on the case because the issue of possession became moot. See Heckman v. Williamson Cty., 369 S.W.3d 137, 162 (court cannot decide case that has become moot) see also Jennifer Holloway v Guild Mortgage Company. “To establish a superior right to immediate possession, [landlord] had the burden to prove (1) [landlord] owns the property, (2) [tenant] is either a tenant at will, tenant at sufferance, or a tenant or subtenant willfully holding over after the termination of the tenant’s right of possession, (3) [landlord] gave proper notice to [tenant] to vacate the premises, and (4) [tenant] refused to vacate the premises. . . . The only dispute is whether the record conclusively establishes that [tenant’s] right of possession terminated.” Shields L.P. v. Bradberry, 526 S.W.3d 471 (Tex. 2017).

Janet Alexander is a bonified purchaser of the property described as follows: Lot 13, Block 2, Waters Edge Sec. 15, A subdivision in Harris County, Texas, according to the Map or Plat Therefore recorded in Film Code No.659214 of the map and /or Plat Records, Harris County, Texas. More commonly known as: 17112 Nulakewest Ct Houston, Texas 77044. She became the owner prior to any purported default. Janet

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Alexander currently owns and is in possession of the property occupying it as her principal homestead and has superior possession rights to the control of the property. About a year before the unlawful foreclosure, "Alexander" sold all rights title and interest in the property to grantee Janet Alexander for valuable consideration. The property was sold to Janet Alexander hereby "Janet" on October 14, 2021. "Janet" became the owner of the property in 2021 and at that time "Janet" moved her personal belongings, property and furniture into the residence. "Alexander" completely moved all of her personal belongings and furniture out on October 9, 2021. Although Janet Alexander had then become the owner of the property, she did not occupy the property due to injuries illness rendering her immobile. At that time "Janet" agreed to allow "Alexander" to continue to occupy the property until "Janet" was well enough to properly transfer Janet's pre-existing Homestead exemptions and property tax bills over. Janet Alexander did learn that the property was to be foreclosed on until September 3, 2022. Janet Alexander was in attendance at the auction sale in order to protest. (EXHIBITS A, 1-6) The sole issue in an eviction suit is the right to actual possession of the premises. See Rice v. Pinney, 51 S.W.3d 705, 709 (Tex. App.—Dallas 2001, no pet.). Because appellant no longer owns the subject property, she no longer has a right to its possession and a justiciable controversy between the parties no longer exists. When a justiciable controversy between parties in a case ceases to exist, the case becomes moot. See Heckman, 369 S.W.3d at 162.

#### POINT OF ERROR: TWO

Besides the cases' mootness, the Justice of Peace Court erred in not dismissing the case because the Deed was executed in violation of Texas Business and Commerce Code 21A.

case law :Lorenzo Monteverdi and Luisa Trevisiol 2019 WL 2519038

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When interpreting the language of a deed of trust, Texas law dictates that the court be governed by the same rules of construction that apply to contracts. Sonny Arnold, Inc. v. Sentry Sav. Ass'n, 633 S.W.2d 811, 815 (Tex.1982); Robinson v. Saxon Mortgage Servs., Inc., 240 S.W.3d 311, 313 (Tex.App.-Austin 2007); Adams v. First Nat'l Bank of Bells/Savoy, 154 S.W.3d 859, 867 (Tex.App.- Dallas 2005, no pet.). Terms should generally be given their plain and ordinary meanings. Id. Additionally, the court must "examine and consider the entire writing in an effort to harmonize and give effect to all provisions so that none will be rendered meaningless." Meisler v. Republic of Tex. Sav. Ass'n, 758 S.W.2d 878, 883-84 (Tex.App.-Houston 1988, no writ); see also Adams, 154 S.W.3d at 867.

Craig v. Ponderosa Development, LP, 392 B.R. 683 (2007) As noted by Judge Parker, Texas law does not view a deed of trust as property but, rather, as a security interest that protects the holder's right to payment of a debt. See City of Dallas v. Pfirman Corp., No. Civ. A. 399CVO312G, 2000 WL 159314, at \*3 (N.D.Tex. Feb.11, 2000) (citing Svacina v. Gardner, 905 S.W.2d 780, 783 (Tex.App.-Texarkana 1995, no writ)); Texas Bank & Trust Co.v. Custom Leasing, Inc., 402 S.W.2d 926, 930 (Tex.Civ.App.-

Sec. 24.004. Jurisdiction; Dismissal

- (a) Except as provided by Subsection (b), a justice court in the precinct in which the real property is located has jurisdiction in eviction suits. Eviction suits include forcible entry and detainer and forcible detainer suits. A justice court has jurisdiction to issue a writ of possession under Sections 24.0054 (Tenant's Failure to Pay Rent During Appeal)(a), (a-2), and (a-3).
- (b) A justice court does not have jurisdiction in a forcible entry and detainer or forcible detainer suit and shall dismiss the suit if the defendant files a sworn statement alleging the suit is based on a deed executed in violation of Chapter 21A (Execution of Deeds in Certain Transactions Involving Residential Real Estate), Business & Commerce Code, Acts 1983

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“Alexander” filed an affidavit stating that the deed was voidable as it was executed in violation to Business and Commerce Code 21A. Guild Mortgage Company, is named as the current mortgagee/beneficiary substitute trustee’s deed although, having never been assigned the deed of trust from Mers. The lien instrument was not assigned as of public record since it was first recorded in 2019. This fact proves that prior to and simultaneously to conveyance of the property to “Alexander,” Guild Mortgage Company required “Alexander” to grant the property right back to Guild Mortgage Company as the Grantor in a specific Deed of Trust specifically called a “Nominee Deed/Trust” (*see definition below*) in violation of Business and Commerce code 21A. Guild Mortgage Company is the (*see Truth in Lending Act Definition of person in foot notes 2.*) person who made extensions of credit to “Alexander” in 2019. Guild Mortgage Company assigned the Deed of Trust in favor of Guild Mortgage Company in a Nominee Deed/trust which conceals the identity of the beneficiary/grantee. This type of Deed/Trust is not governed by a third-party trustee holding the deed, but instead creates an agency, principal relationship of which is controlled by the beneficiary/ grantee. The trust was never established, proved, and accepted with named original trustee Chris Pierson. This fact renders to Deed of trust instrument void on the face of the document as it is not a properly perfected lien making it void and unenforceable. There is no evidence of a release and reconveyance from Mers, whom is named solely as Nominee by Guild Mortgage Company. Mers would have to release and re-convey the property to Guild Mortgage Company after its registration in Mers as noted in... (EXHIBIT B). V.T.C.A. § 192.007. Records Of Releases and Other Actions: (a) To release, transfer, assign, or take another action relating to an instrument that is filed, registered, or recorded in the office of the county clerk, a person must file, register, or record another instrument relating to the action in the same manner as the original instrument was required to be filed, registered, or recorded. (b) An entry,

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including a marginal entry, may not be made on a previously made record or index to indicate the new action. There was never a durable power of attorney was recorded according to law in order to enforce a Power of Sale. Sec. V.T.C.A § 751.151. RECORDING FOR REAL PROPERTY TRANSACTIONS REQUIRING EXECUTION AND DELIVERY OF INSTRUMENTS. A durable power of attorney for a real property transaction requiring the execution and delivery of an instrument that is to be recorded, including a release, assignment, satisfaction, mortgage, security agreement, deed of trust, encumbrance, deed of conveyance, oil, gas, or other mineral lease, memorandum of a lease, lien, or other claim or right to real property, must be recorded in the office of the county clerk of the county in which the property is located not later than the 30th day after the date the instrument is filed for recording. Added by Acts 2011, 82nd Leg., R.S., Ch. 823 (H.B. 2759), Sec. 1.01, eff. January 1, 2014. Amended by: Acts 2015, 84th Leg., R.S., Ch. 808 (H.B. 3316), Sec. 1, eff. September 1, 2015.

In violation of Chapter 21A Business and Commerce Code, "Alexander" granted her (consumer principal dwelling) homestead property to Guild Mortgage Company In an exchange transaction without knowledge of the violation. Guild Mortgage Company engaged in predatory lending practices of which circumvent Consumer Protections in consumer credit transactions by converting the transaction from a residential purpose, for family and household purposes to a commercial transaction for business purposes. "Alexander" signed a Non-Recourse Promissory Note (investment security) and Deed instrument in favor of Guild Mortgage simultaneously prior to conveyance. (EXHIBIT C) in violation to Business and Commerce Cods 21A which states:Sec. 21A.001. DEFINITION. In this chapter, "residential real estate" means real property on which a dwelling designed for occupancy for one to four families is constructed or intended to be constructed. Added by Acts 2011, 82nd Leg., R.S., Ch. 1242 (S.B. 1320), Sec. 1, eff. September 1, 2011.

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Redesignated from Business and Commerce Code, Chapter 21 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(1), eff. September 1, 2013.

Sec. 21A.002. PROHIBITION OF EXECUTION OF DEEDS CONVEYING RESIDENTIAL REAL ESTATE IN CERTAIN TRANSACTIONS. (a) A seller of residential real estate or a person who makes an extension of credit and takes a security interest or mortgage against residential real estate may not, before or at the time of the conveyance of the residential real estate to the purchaser or the extension of credit to the borrower, request or require the purchaser or borrower to execute and deliver to the seller or person making the extension of credit a deed conveying the residential real estate to the seller or person making the extension of credit:

(b) A deed executed in violation of this section is voidable unless a subsequent purchaser of the residential real estate, for valuable consideration, obtains an interest in the property after the deed was recorded without notice of the violation, including notice provided by actual possession of the property by the grantor of the deed. The residential real estate continues to be subject to the security interest of a creditor who, without notice of the violation, granted an extension of credit to a borrower based on the deed executed in violation of this section.

(c) A purchaser or borrower must bring an action to void a deed executed in violation of this section not later than the fourth anniversary of the date the deed was recorded.

(d) A purchaser or borrower who is a prevailing party in an action to void a deed under this section may recover reasonable and necessary attorney's fees.

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Sec. 21A.003. ACTION BY ATTORNEY GENERAL. (a) The attorney general may bring an action on behalf of the state:

- (1) for injunctive relief to require compliance with this chapter;
- (2) to recover a civil penalty of \$500 for each violation of this chapter; or
- (3) for both injunctive relief and to recover the civil penalty.

(b) The attorney general is entitled to recover reasonable expenses incurred in obtaining injunctive relief or a civil penalty, or both, under this section, including court costs and reasonable attorney's fees.

(c) The court may make such additional orders or judgments as are necessary to return to the purchaser a deed conveying residential real estate that the court finds was acquired by means of any violation of this chapter.

(d) In bringing or participating in an action under this chapter, the attorney general acts in the name of the state and does not establish an attorney-client relationship with another person, including a person to whom the attorney general requests that the court award relief.

(e) An action by the attorney general must be brought not later than the fourth anniversary of the date the deed was recorded.

**POINT OF ERROR: THREE**

The transaction was rescinded in 2021. TILA is self-executing and does not require a law suit to be filed in order to rescind the transaction. Jesinoski v. Countrywide Home Loans, Inc., 574 U.S. 259 (2015), was a United States Supreme Court case in which the Court held that the Truth in Lending Act

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does not require borrowers to file a lawsuit to rescind loans and that sending written notice is sufficient to effectuate rescission.

“Alexander” sent Actual and Constructive notice to Guild Mortgage Company to rescind the transaction well within the statute of limitations and filed the acquisition of the property and credits. TILA requirements applied to mortgage loan; the mortgage lenders offered borrower credit, the lenders regularly offered or extended credit, the mortgage loan was subject to a finance charge and payable in more than four installments, and the loan was used primarily for personal, family, or household purposes. Truth in Lending Act, § 125(a), 15 U.S.C.A. § 1635(a); Williams v. Countrywide Home Loans, Inc., 504 F.Supp.2d 176 (2007) 12 C.F.R. § 226.1(c). Exhibit includes documents of registered claims.

**(EXHIBIT C)**

**POINT OF ERROR: FOUR**

The Deed of Trust Lien Instrument Recorded is unenforceable because it is an unperfected lien proven as a matter of law as the Debt was stripped from the note making the transaction unsecured to any debt as a matter of law.

**(EXHIBIT D)**

The rights to the Alexander Intangible Obligation have been conveyed as a Transferable Record to the FNMA Trust 2019-60 Trust. For the rights to the Alexander Intangible Obligation not to have been stripped away from the rights to the Alexander Note by that conveyance, the rights to the Alexander Note must have also been transferred to the FNMA Trust 2019-60 Trust. *V.T.C.A. B&C § 3.203: Transfer Of Instrument; Rights Acquired By Transfer.(d)*

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(d) If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this chapter and has only the rights of a partial assignee.

V.T.C.A., Bus. & C. §3.305. "... An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument.

Guild Mortgage Company purported to have sent the instrument, to "Alexander," but the instrument is altered and not the original.

V.T.C.A., Bus. & C. § 3.205: Special Indorsement; Blank Indorsement; Anomalous Indorsement. (c) The holder may convert a blank indorsement that consists only of a signature into a special indorsement by writing, above the signature of the indorser, words identifying the person to whom the instrument is made payable.

V.T.C.A. B&C § 3.115. Incomplete Instrument

(a) "Incomplete instrument" means a signed writing, whether or not issued by the signer, the contents of which show at the time of signing that it is incomplete but that the signer intended it to be completed by the addition of words or numbers.

The rights to the Alexander Intangible Obligation have been conveyed as a Transferable Record to the FNMA Trust 2019-60 Trust. For the conditions of Alexander Deed of Trust over the Alexander Intangible Obligation not to have been stripped away by that conveyance, the rights to the Alexander Deed of Trust must have also been transferred to the FNMA Trust 2019-60 Trust.

The beneficial interest (ownership) of the Alexander Deed of Trust has been recorded in the Official Records of Harris County Recorder's Office as being in the name of Guild Mortgage Company, the

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Original Lender of the loan dated August 29, 2019. However, it is clear that Guild Mortgage Company sold all ownership interest in the Alexander Intangible Obligation to PennyMac whom bundled it with other loans and sold it to Fannie Mae shortly after the August 29, 2019 signing. Interest in the Alexander Intangible Obligation is held in the FNMA Trust 2019-60 Trust, and the payments under the Alexander Intangible Obligation are disbursed to the investors of FNMA Trust 2019-60 Trust who hold certificates to the investment classes into which payments under the Alexander Intangible Obligation are scheduled to flow. Therefore, the transfer of beneficial interest in the Alexander Deed of Trust by Guild Mortgage Company might be accomplished, but that beneficial interest is no longer attached to the rights to the Alexander Intangible Obligation.

The "Alexander" Mortgage Loan only exists through the tangible instruments creating it, the Alexander Note and the Alexander Deed of Trust. The sale of the rights to the Alexander Intangible Obligation to the FNMA Trust 2019-60 Trust without stripping away the rights to the Alexander Intangible Obligation from the rights to the Alexander Note could only be accomplished with the accompanying negotiation of the Alexander Note and the accompanying assignment of the Alexander Deed of Trust to the FNMA Trust 2019-60 Trust which did not happen. Whereas the Trust as a standalone party has not lawfully been conveyed the "Alexander" Note, much less been filed of record as a secured creditor:

The FNMA Trust 2019-60 Trust has made and continues to make claims of interest in the rights to the Alexander Intangible Obligation and exercise those claims. To exercise claims of rights to the Alexander Intangible Obligation, proper assignments of the Alexander Deed of Trust should have been accomplished. The FNMA Trust 2019-60 Trust are acting as if proper assignments of the Alexander Deed of Trust have been accomplished.

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No One Can Claim the Right to Enforce the Alexander Note

The Alexander Note has been signed by the Original Lender, Guild Mortgage Company, signed by C.A. Ortiz as Assistant Secretary. The instructions preceding the signature state "Pay to the Order of \_\_\_\_\_ without Recourse", where Guild Mortgage Company has elected to transfer the Alexander Note by possession alone by virtue of an indorsement made pursuant to V.T.C.A., Bus. & C. § 3.205 (b). With the Alexander Note indorsed in blank, only contractual rights of the Alexander Note would have been transferred, WITHOUT acquiring rights of enforcement as defined in V.T.C.A. B&C § 3.203 (a), as there is a lack of Agency relationship between the Alexander Note and the Alexander Deed of Trust filed of record, since a party cannot establish an Agency relationship with an unnamed payee.

The Terms of the "Alexander" Deed of Trust have been Violated and the Alexander Deed of Trust is Unenforceable.

Guild Mortgage Company has released all rights to the "Alexander" Note an unnamed payee. The Alexander Deed of Trust as a contract can only enforce its contractual terms against the obligation evidenced by the Alexander Note. There is no assignment of the Alexander Deed of Trust recorded in the Harris County Recorder's Office. Therefore, Guild Mortgage Company company's rights to the Alexander Deed of Trust are unenforceable. However, having released, through signature, rights to the Alexander Note evidencing the obligation, those rights now have nothing to enforce the Alexander Deed of Trust contractual terms against. The Alexander Deed of Trust is an unenforceable contract. (Amarillo 1966, no writ). A deed of trust has "no legal effect apart from the debt or obligation which it is designed to secure." O'Dell v. First Nat'l Bank of Kerrville, 855 S.W.2d 1, 4 (Tex.App.-San Antonio 1991), rev'd on other grounds, 856 S.W.2d 410 (Tex.1993). Consequently, under Texas law, a deed of trust is usually extinguished upon payment of

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the indebtedness which it was created to secure.

Interest in the Alexander Intangible Obligation Can Not be Rejoined to Interest in the Alexander Note or the Alexander Deed of Trust

The FNMA Trust 2019-60 Trust has rights to the "Alexander" Intangible Obligation. The FNMA Trust 2019-60 Trust is not named as payee on the "Alexander" Note and does not have rights to the Alexander Note. For the FNMA Trust 2019-60 Trust to gain rights to the "Alexander" Note, the FNMA Trust 2019-60 Trust would have to be named payee. Because the rights to the "Alexander" Deed of Trust were separated from the rights to the "Alexander" Intangible Obligation, and will remain separate, the "Alexander" Deed of Trust is left with no way to enforce its conditions over the obligation which should be evidenced by the Alexander Note, making the Alexander Deed of Trust an unenforceable contract.

**CONCLUSION**

"Alexander" has provided sufficient evidence based on fact law and authenticated documents to prove the existence of a genuine issue of claim which renders the Deed of Trust instrument of which the trustee's deed issued to Ryse Investments LLC is derived, as an unenforceable instrument. "Alexander" also provided documents to support her rights to the property were sold in 2021 making live controversy between the parties in this case moot. "Alexander," the appellant has also proved by expressed affidavit and documents provided by "Janet," that the property is her principle homestead and he holds superior possession rights. "Alexander" prays for a dismissal of the case.

Respectfully submitted,

  
Chemeka-N:Alexander

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County Civil Court  
At Law No. 4  
Harris County, Texas

Ryse Investment LLC

docket no. 1202745

Plaintiff

-vs-

Chemeka Alexander

Defendant

AFFIDAVIT

I, Chemeka-N:Alexander, of Houston, in Texas, Texas, MAKE OATH AND SAY THAT:

1. I, the Affiant, who goes by Alexander: Chemeka-N (in proper form) and to include all derivatives of the name, a woman, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of Texas, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and States:

2. In accordance to TRCP Rule 93. Certain pleas to be verified.

8. A denial of the genuineness of the indorsement or assignment of a written instrument upon which suit is brought by an indorsee or assignee and in the absence of such a sworn plea, the indorsement or assignment thereof shall be held as fully proved. The denial required by this subdivision of the rule may be made upon information and belief.

It is my first hand knowledge and belief based on exhibits provided in the attached Motion that the genuineness of the assignment of the deed of trust instrument to any substitute trustee has no validity. For the power of sale clause to have effect a durable power of attorney must be recorded with 30 days of its filing. Sec. 751.151. RECORDING FOR REAL PROPERTY TRANSACTIONS REQUIRING EXECUTION AND DELIVERY OF INSTRUMENTS.

I Chemeka Alexander revoked all powers of attorney given under misrepresentation and filed for public record a Precedent Power of Attorney in fact; for Public and Private for Notice and Claim RP-2021 590458 on 10-13-2021.

3. In accordance to TRCP Rule 93. Certain pleas to be verified

9. That a written instrument upon which a pleading is founded is without consideration, or that the consideration of the same has failed in whole or in part.

It is of my first-hand knowledge and belief based on exhibits provided in the attached Motion that there was no evidence of indebtedness between Guild Mortgage Company and myself of which to be able to enforce the terms in the Deed of Trust lien as the debt was stripped from the negotiable instrument since October of 2019.

I declare that the letter from Fannie Mae, sent to myself, Chemeka Alexander is a true and correct copy of the original sent directly from FNMA in the year 2019 confirming the purchase of the obligation from Penny Mac and claiming notification of assignment, that would not be recorded.

4. I Chemeka Alexander declare all of the statements made in my motions and pleadings are true to the best of my belief and stated from first hand knowledge of the situation.

5. I Chemeka Alexander authenticate on record all of the documents submitted for evidence in the attached exhibits are true and correct copies from the original source.

STATE OF TEXAS

COUNTY OF TEXAS

SUBSCRIBED AND SWORN TO BEFORE  
ME, on the 29th day of June, 2023

Signature

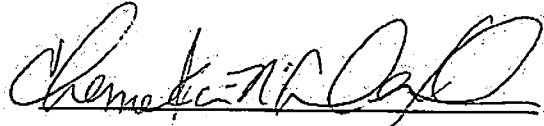
 (Seal)

NOTARY PUBLIC

My Commission expires:

10/11/2026





(Signature)

Chemeka-N:Alexander

UNAPPROVED

EXHIBIT A

SUPERIOR POSSESSION RIGHTS OF Janet Alexander

Homestead exemption status letter  
Homestead 65+ exemption status letter  
Homeowner Tax Ceiling Certificate  
Harris County Mud Tax Bill  
Irrigation system Repair Invoice Receipt  
Bill of Sale  
Affidavit of Ownership and Homestead  
Driver's license  
Energy bill  
2022 Tax statement  
2022 Tax statement Payment Receipt  
Transaction Details  
2021 Tax Receipt  
Account Ownership History Record  
General Warranty Deed  
Correction Warranty Deed

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**Mailing Address:**  
Exemption Center  
PO Box 922012  
Houston, TX 77292-2012



# Harris Central Appraisal District

13013 Northwest Fwy, Houston, Texas  
Information Center: (713)957-7800

**PROPERTY DESCRIPTION:**  
LT 13 BLK 2  
WATERS EDGE SEC 15



**PROPERTY LOCATION:**  
17112 NULAKEWEST CT  
HOUSTON, TX 77044

1348840020013  
ALEXANDER JANET B  
17112 NULAKEWEST CT  
HOUSTON TX 77044-1478

**DATE:** 02/21/2023  
**ACCOUNT #:** 1348840020013  
**YEAR:** 2022



## Exemption Status Letter

This letter is to inform you that an exemption has been granted on your account under Chapter 11 of the Texas Property Tax Code. The exemption(s) currently on your account and the tax year the exemption began is listed below:

<u>Exemption</u>	<u>Tax Year</u>
Residential Homestead	2022

The exemption(s) listed above will remain in effect until the ownership changes. Per Section 11.43(c) of the Texas Property Tax Code, the chief appraiser may require a person allowed one of the exemptions in a prior year to file a new application to confirm the person's current qualifications for the exemption. If you are required to submit a new application, please provide the information within 30 days of the letter.

If you have any questions, please contact the Information Center at (713) 957-7800.

Sincerely,

Exemption Center  
Information & Assistance Division

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Mailing Address:  
Exemption Center  
PO Box 922012  
Houston, TX 77292-2012



Harris Central Appraisal District

13013 Northwest Fwy, Houston, Texas  
Information Center (713)957-7800

PROPERTY DESCRIPTION:  
LT 13 BLK 2  
WATERS EDGE SEC 15

PROPERTY LOCATION:  
17112 NULAKWEST CT  
HOUSTON, TX 77044

DATE: 02/21/2023  
ACCOUNT #: 1348840020013  
YEAR: 2021



1348840020013  
ALEXANDER JANET B  
17112 NULAKWEST CT  
HOUSTON TX 77044-1478

Exemption Status Letter

This letter is to inform you that an exemption has been granted on your account under Chapter 11 of the Texas Property Tax Code. The exemption(s) currently on your account and the tax year the exemption began is listed below:

<u>Exemption</u>	<u>Tax Year</u>
Over-65	2021

The exemption(s) listed above will remain in effect until the ownership changes. Per Section 11.43(c) of the Texas Property Tax Code, the chief appraiser may require a person allowed one of the exemptions in a prior year to file a new application to confirm the person's current qualifications for the exemption. If you are required to submit a new application, please provide the information within 30 days of the letter.

If you have any questions, please contact the Information Center at (713) 957-7800.

Sincerely,

Exemption Center  
Information & Assistance Division

COPY



Harris County Appraisal District  
13013 Northwest Fwy.  
P. O. Box 922012  
Houston, TX 77292-2012  
(713) 812-5800  
**11.26G** (06/12)



## Tax Ceiling Certificate for Homeowner Over – 65 or Disabled


Property Owner's Name <b>Janet Alexander</b>
Current Mailing Address <b>17112 Nulake West Ct Houston, Tx 77044</b>
Previous Address (Prior Homestead) <b>9914 Valley Wind Dr Houston, Tx 77078</b>
Account Number <b>103-183-000-0004</b>
Previous Property Description <b>Lt 4 Blk 5 Verde Forest Sec 1</b>
Property owner qualified for tax ceiling as: (check one) <input checked="" type="checkbox"/> Homeowner Age 65 or Older <input type="checkbox"/> Disabled Homeowner <input type="checkbox"/> Surviving Spouse Age 55 or Older
Percentage of Ownership <u>100%</u>

The Chief Appraiser for the Harris County Appraisal District certifies that the property described above qualified for a school tax ceiling in 2018. Below is information on the homestead qualified so that the homeowner may transfer the same percentage of tax paid to a new qualified homestead.

Taxable value in tax year 2018 the last year this owner received the exemption on the homestead.	<u>\$ 10,019.00</u>
Taxes imposed on this homestead in the last year this owner received the exemption based on the tax ceiling.	<u>\$ 66.03</u>
Taxes that would have been imposed on this homestead in the last year this owner received the exemption, had the tax ceiling not been in effect.	<u>\$ 120.90</u>
Percentage of tax paid in the last year this owner received the exemption and tax ceiling.	<u>54.62%</u>

Certificate No. LS1  
Issued on October 25, 2022

*Darlene Poe*  
Darlene Poe RPA, CTA  
Manager  
Harris County Appraisal District  
(713) 957-7800



# HARRIS CO. MUD NO. 450 2022 TAX STATEMENT

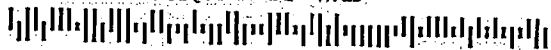
FILE  
PRINT DATE 11/22/2022  
OFFICE USE ONLY 675  
ASW\_202211281511

HARRIS CO. MUD NO. 450  
P.O. BOX 1368  
FRIENDSWOOD TX 77549-1368

PHONE: 281-482-0216  
EMAIL: ASWMAIL@ASWTAX.COM

IF PAID IN	*ADDN FEES	AMOUNT DUE
NOVEMBER OF	0.00	1,586.02
DECEMBER OF 2022	0.00	1,586.02
JANUARY OF 2023	0.00	1,586.02
FEBRUARY OF 2023	111.02	1,697.04
MARCH OF 2023	142.74	1,728.76
APRIL OF 2023	174.46	1,760.48

\*\*\*\*\* ALL FOR AADC 773  
ASW007648 SEQ 7648 L 2 TR 25



ALEXANDER JANET B  
17112 NULAKE WEST CT  
HOUSTON, TX 77044-1478

PROPERTY IDENTIFICATION	LEGAL DESCRIPTION	EXEMPTIONS	VALUATION SUMMARY
PROP ID: R000181186 GEOID: B01348840020013 SITUS: 17112 NULAKEWEST CT	LEGAL: LT 13 BLK 2WATERS EDGE SEC 15	Homestead	Improvement 254,035 Land 60,965 Appraised 315,000 Assessed 315,000

YEAR	TAXING ENTITIES	EXEMPTIONS	TAXABLE	TAX RATE	TAX AMT	TAX DUE	*ADDN FEES	TOTAL DUE
2022	110 HARRIS CO. MUD No. 450	15,750	299,250	.530000	1,586.02	1,586.02	0.00	1,586.02

\* ADDN FEES MAY INCLUDE, BUT ARE NOT LIMITED TO: LATE FILING, PENALTIES, INTERESTS, ATTORNEY, OR ANY APPLICABLE INCURRED COST OR FEE \$1,586.02

For real property, state for the current tax year and each of the preceding five tax years: (A) The appraised value and taxable value of the property; (B) The total tax rate for the unit; (C) The amount of taxes imposed on the property by the unit; and (D) The difference, expressed as a percent increase or decrease, as applicable, in the amount of taxes imposed on the property by the unit compared to the amount imposed for the preceding tax year; (12) For real property, state the differences, expressed as a percent increase or decrease, as applicable, in the following for the current tax year as compared to the fifth tax year before that tax year: (A) The appraised value and taxable value of the property; (B) The total tax rate for the unit; and (C) The amount of taxes imposed on the property by the unit; and (13) Include any other information required by the comptroller.

Historical Information

Entity	Appr 5 Yr %	Txbl 5 Yr %	Rate 5 Yr %	Tax 5 Yr %	Tax 1 Yr %
110	5.571	0.292	-32.4	-32.2	-8.87

Entity	2017 Appraised Value	2018 Appraised Value	2019 Appraised Value	2020 Appraised Value	2021 Appraised Value
110	298,377	298,377	314,049	292,207	353,947

Entity	Taxable	Rate	Tax % Chg	Taxable	Rate	Tax % Chg	Taxable	Rate	Tax % Chg	Taxable	Rate	Tax % Chg	Taxable	Rate	Tax % Chg	
110	298377	0.7850	2342.26	785.5	298377	0.6950	2073.72	-11.4	314049	0.6300	1976.51	-4.59	292207	0.5850	1709.41	-13.6

- CONTACT COUNTY OR CITY OR ISD TAX OFFICES FOR THEIR RESPECTIVE LEVIES
- CHECK MAY BE CONVERTED INTO ELECTRONIC FUNDS
- THIS STATEMENT REPRESENTS ONLY YOUR MUD TAX
- PLEASE READ FRONT AND BACK CAREFULLY
- TO PAY ONLINE, VISIT OUR WEBSITE

RETURN BOTTOM PORTION WITH PAYMENT

CHECK IF INFORMATION BELOW HAS CHANGED

ALEXANDER JANET B  
17112 NULAKEWEST CT  
HOUSTON, TX 77044-1478  
MTG: 100000 CORELOGIC

CHECK FOR RECEIPT

PENALTY & INTEREST IF PAID AFTER JANUARY 31ST						
FEB	MAR	APR	MAY	JUN	* JUL	
07%	09%	11%	13%	15%	18%	

\* If not paid prior to July 1st, additional attorney fees may apply

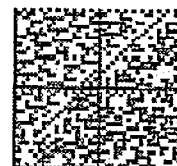
IF PAID IN	*ADDN FEES	AMOUNT DUE
NOVEMBER OF	0.00	1,586.02
DECEMBER OF 2022	0.00	1,586.02
JANUARY OF 2023	0.00	1,586.02
FEBRUARY OF 2023	111.02	1,697.04
MARCH OF 2023	142.74	1,728.76
APRIL OF 2023	174.46	1,760.48

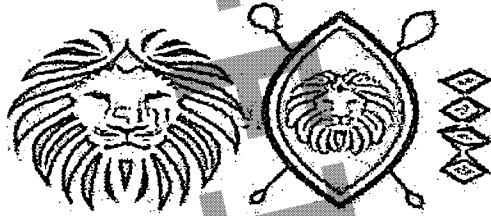
TOTAL AMOUNT ENCLOSED

TO PAY ONLINE, VISIT US AT WWW.ASWTAX.COM

REMIT PAYMENT TO

HARRIS CO. MUD NO. 450  
P.O. BOX 1368  
FRIENDSWOOD TX 77549-1368





www.thirdpartys.com 877.372.2222

Inv # 031010

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**ByTecMechanical DBA**  
**6510 BELARBOR st.**  
**Houston Tx 77087**  
**281 738 8539**  
**ByTecMechanical@yahoo.com**

**Janet Alexander**  
**17112 Nulakewest**  
**Houston Tx 77044**

**Janethalexander.72@gmail.com**

**Feb 28, 2023**

**Replacement of 1" backflow preventer**

**Total L/M. \$530.00**

**COPY**

Bill of Sale

THIS BILL OF SALE is executed on October 14, 2021, by and between Chemeka : Alexander, residing at 17112 Nulake West Ct Houston, Texas 77044 (hereinafter referred to as the "Seller") and Janet: Alexander , residing at 2807 Wheeler St Houston, Texas 77004 (hereinafter referred to as the "Buyer").

Seller hereby agrees to transfers to Buyer all rights of Seller in the following property:

Legal Description: LOT 13, BLOCK 2, WATERS EDGE SEC.15, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 659214 OF THE MAPAND/OR PLAT RECORDS, HARRIS COUNTY, TEXAS, And Improvements.

For and in consideration of a total purchase price of \$200,925.00, receipt of which is hereby acknowledged by Seller. The form of payment used will be cash and sales tax is included in the purchase price of the above-mentioned property.

The transfer of property shall take effect immediately upon execution of this Bill of Sale by both parties. Upon signing this Bill of Sale, the above-mentioned property shall belong exclusively to the Buyer, and the Seller shall have no further responsibility for, liability towards or interest in, said property.

The Seller hereby affirms that the above information about this property is accurate to the best of his/her knowledge, and by his/her signature below certifies s/he is the lawful owner of the property with the ability to sell it as s/he sees fit.

The sale and transfer of property is hereby made on an "AS IS" condition, without any express or implied warranties, with no recourse to the Seller, provided that Seller can issue proof that it has title to the property without any liens or encumbrances. The Buyer has been given the opportunity to inspect, or has inspected, the property as described above. The Buyer agrees to accept all property in its existing state.

IN WITNESS THEREOF, the parties executed this Bill of Sale on October 14, 2021,

Janet B. Alexander 10-14-2021  
(Signature of Buyer) (Date)  
Janet Alexander  
2807 Wheeler St  
Houston, Texas 77004

Chemeka Alexander 10/14/2021  
(Signature of Seller) (Date)  
Chemeka : Alexander  
17112 Nulake West Ct  
Houston, Texas 77044

LaTracia Barrett October 14, 2021  
(Signature of Witness) (Date)  
LaTracia Barrett  
12903 Briant Rock Dr Apt 201  
Houston, Texas 77082

COPY UNOFFICIAL

Affidavit of Ownership & Homestead

Janet B. Alexander

give sworn testimony that I am the owner of the property located at Lot 13, Block 2, Waters Edge Sec. 15, A subdivision in Harris County, Texas, according to the MAP PLAT, Therefore recorded in Film Code No. 659214 of the map and or Plat Records, Harris County Texas, commonly known as, 17112 Nulakewest Ct Houston, Texas 77044 from Chemeka Alexander.

I purchased the property for good and valuable consideration on October 14, 2021. Chemeka Alexander, granted Deed to the home to me on 10-14-2021. I agreed to assume all ownership responsibilities and taxes on the property nunc pro tunc to include the name change and application for my own exemptions and Homestead.

Prior to moving into the home, I fell upon a health crisis and was bed ridden. It had taken some time to redeem my ability to be transported without aid in order to complete the process to transfer ownership in my name; However, I have received my Homestead approval and 65+ Exemption for my property on or about February 22, 2023 (Exhibit C). I moved into my home on November 1, 2022. I have made minor improvements and repairs to include replacing a burst water heater unit since moving in.

FURTHER AFFIANT SAYETH NAUGHT.

Executed on: Feb 24, 2023

Janet B. Alexander  
Janet Alexander, owner

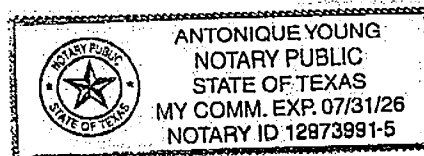
STATE OF TEXAS

COUNTY OF HARRIS

Sworn to and subscribed before me the undersigned Notary Public, on this day personally appeared Janet Alexander, the owner, acknowledged by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office dated this 24 day of Feb, 2023.

[Signature]  
Notary Public Signature



UNOFFICIAL COPY

Texas  
Driver Licenses  
0765

DRIVER LICENSE


02/17/1950  
ALEXANDER  
JANET G

1712 ANDLAKRE WEST CT  
HOUSTON TX 77044

SEX: F NONE  
HAIR: B NONE  
EYES: B NONE

DOB: 02/17/2025  
EXP: 10/09/2027

1462928110005973772



Director



Acct #: 1908280196 Bill #: 92305164387 Bill Date: 05/25/23

Tara Energy  
5015 Westheimer Road  
Suite 1200, Caller #5  
Houston, TX 77056

JANET ALEXANDER  
17112 NULAKE WEST CT  
HOUSTON, TX 77044

Service at Premise #: 1008901022900997540115  
17112 NULAKE WEST CT  
HOUSTON, TX 77044  
mekalmt29@yahoo.com

PUCT License #: 10051

Pay your bill today!  
1-866-205-1545

Bill Date: 05/25/23 Bill Period - 04/24/23 thru 05/23/23

Previous Balance	New Charges	Payments/Adj.	Due Amount	Due Date
\$245.13	\$116.08	-\$245.13	\$116.08	06/12/23

Meter	Units	Unit Dates	Current Rtd	Prev. Rtd	MUO	Usage
839242543	ACT	04/24 - 05/23	11355	10427	1	928.00

Payments and Adjustments  
Previous Balance...Due date not extended by this bill... \$245.13

Payments and Adjustments

Payment on 05/12/2023	\$245.13
Payment on 04/26/2023	-\$103.72
DNP Notice Fee - Credit on 05/12/2023 - DNP Notice Fee	-\$113.89
Credit	-\$22.00
Late Fee Refund on 05/12/2023 - Late Payment Fee/ Penalty	-\$5.52

Total Payments/Adjustments.....-\$245.13

**Current Charges**

Electric Service	Qty	Rate	Amount
RKWH : Residential KWH			
MONTHLY : Monthly Charge	928.00	0.11000	\$102.08
TDU Surcharge - Centerpoint Energy	1.00	9.95000	\$9.95
Market Securitization Debt Fin. (Default)			-\$0.10
Market Securitization Debt Fin. (Uplift)			\$0.03
Sales Taxes			\$0.55
City Tax			\$1.14
Gross Receipt Reimb.			\$2.24
PUC Assessment			\$0.19
<b>Total Current Charges</b>			<b>\$116.08</b>
<b>Total Amount Due</b>			<b>\$116.08</b>

Agreement Details

04/25/23 - 05/23/23 - Secure Energy Plan II  
The average price you paid for electricity this month is 12.1c per kWh.  
**You have a valid contract until 08/04/2023**

For more information on market securitization and firm fuel supply charges, please visit <https://taraenergy.com/stablegridindex/>

Please return this portion with your payment

Acct #: 1908280196
Bill Date: 05/25/23 Bill #: 92305164387
Amount Due: \$116.08 Due by: 06/12/23
Amount Due After 06/12/23 \$101.71
Amount Enclosed : \$

MAIL CHECK TO THE ADDRESS BELOW

CustomerSupport@TaraEnergy.com

www.TaraEnergy.com  
1-866-438-8272

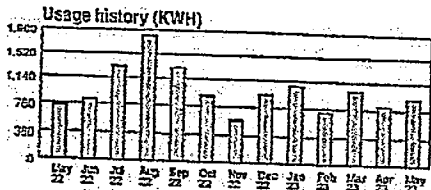
Mon - Fri: 8:00 AM - 7:00 PM Central  
Sat: 9:00 AM - 6:00 PM Central

Emergencies and Power Outages  
Call Centerpoint directly at  
1-800-332-7143

Refer a friend today!  
@ <https://taraenergy.com/refer/?referralCode=1553A228C>

For more information about residential electric service please visit [www.powertochoose.com](http://www.powertochoose.com)

For Public Service Notice visit <https://www.taraenergy.com/TexasOutageLoadShed>



5015 Westheimer Road Suite 1200, Caller #5 Houston, TX 77056  
\*PLEASE DO NOT MAIL CHECK TO THIS ADDRESS

Yes, I would like to donate \$ \_\_\_\_\_ to Bill Payment Assistance Program.



JANET ALEXANDER  
17112 NULAKE WEST CT  
HOUSTON, TX 77044

Tara Energy  
PO Box 301438  
Dallas, TX 75303-1410

1908280196230516438700000116081

# 2022 PROPERTY TAX STATEMENT

ACCOUNT IS PAID

<b>Account Number</b>	<b>Current As Of:</b>	<b>Assessed Owner</b>
134-884-002-0013	February 05, 2023	ALEXANDER JANET B 17112 NULAKEWEST CT HOUSTON TX 77044-1478

Property Description	Appraised Values	Notes/Exemptions
17112 NULAKEWEST CT 77044 LT 13 BLK 2 WATERS EDGE SEC 15	Land - Market Value:	60,965
	Impr - Market Value:	254,035
	Total Market Value:	315,000
	Less Capped Mkt Value:	0
	Appraised Value:	315,000
		Homestead
		Our records indicate that your statement has been requested by a mortgage company.

Taxing Jurisdiction	Exemption	Taxable Value	Tax Rate	Taxes
Harris County	63,000	252,000	0.343730	\$866.20
Harris County Flood Control Dist	63,000	252,000	0.030550	\$76.99
Port of Houston Authority	63,000	252,000	0.007990	\$20.13
Harris County Hospital District	63,000	252,000	0.148310	\$373.74
Harris County Dept. of Education	63,000	252,000	0.004900	\$12.35
Lone Star College System	5,000	310,000	0.107800	\$334.18
City of Houston	63,000	252,000	0.533640	\$1,344.77

<b>Total 2022 Taxes Due by January 31, 2023:</b>	<b>\$3,028.36</b>
<b>Payments applied to 2022 taxes:</b>	<b>\$3,028.36</b>
<b>Total Current Taxes Due:</b>	<b>\$0.00</b>
<b>Prior year(s) taxes due (if any):</b>	<b>\$0.00</b>
<b>Total Amount Due For February 2023:</b>	<b>\$0.00</b>

Penalties for Late Payments	Rate	Current	Delinquent	Total
By February 28, 2023	7%	\$0.00	\$0.00	\$0.00
By March 31, 2023	9%	\$0.00	\$0.00	\$0.00
By April 30, 2023	11%	\$0.00	\$0.00	\$0.00
By May 31, 2023	13%	\$0.00	\$0.00	\$0.00
By June 30, 2023	15%	\$0.00	\$0.00	\$0.00

Totals due may contain an additional section 33.07 collection penalty of 20%

**IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.**





# ANN HARRIS BENNETT

## Tax Assessor-Collector



### WEB TAX PAYMENTS

#### Account Summary

Please review and verify the account information and payment amount. If you need to modify the account or payment amount, click <https://www.hctax.net/> to return to the Tax Office website and make the changes.

**Reference Number:** X101002536273

**Name on Account:** ALEXANDER JANET B

**Total Number of Accounts:** 1

**Payment Amount:** \$ 3,028.36

#### Important Information

- **eCheck**

There is no service fee for the use of eChecks, and the minimum payment amount is \$1.00.

- **Credit / Debit Card**

Please note there is a service fee of 2.45% for the use of credit card and debit cards with a minimum service fee of \$1.00. The exact service fee amount is determined solely by the credit card companies.

The service fee for use of the credit/debit card will be assessed as a separate charge by the third-party bank and/or your service provider, not the Harris County Tax Assessor-Collector's Office. The service fee is non-refundable. In the event that banks, credit card company, or any related service-providers decline this transaction, the service fee will not be refunded.

#### Proceed to Checkout

After reviewing the information above, please click "Checkout" to continue.

[Cancel and Return to Harris County Website](#)

ACCOUNT QUESTIONS (Tax Office): Call: 713-274-8000

PAYMENT QUESTIONS (eGov Strategies): Call: 877-634-3468 Email: [support@egovstrategies.com](mailto:support@egovstrategies.com)



# ANN HARRIS BENNETT

## Tax Assessor-Collector



Thank you for your payment. The following contains details about your payment.

### Transaction Details

Item	Cost	Quantity	Total
Web Tax Payments	3,028.36	1	3,028.36
Service Fee (non-refundable)			0.00
<b>Total</b>			<b>\$3,028.36</b>

### Submission Information

Reference Number: X101002552304

Tax Account Name: ALEXANDER JANET B

Tracking Number: 2023-VMPSVJ

Date Processed: Tue, Jan 31, 2023 5:00 PM

Payment Method: Personal Checking

Bank: JPMORGAN CHASE

Account Number: \*\*\*\*7578

Name: Janet Alexander

Address: 17112 Nulakewest Ct Houston, TX, 77044

Email: janetbalexander.72@gmail.com

### Confirmation

Print This Page

Please print and retain this page as proof of pending payments.

[Click here to return to the Harris County Tax Statement Search and Payments page.](#)

### What Happens Next?

If paying by e-check, your payment is pending approval from the bank. Please confirm with your bank that the funds have been debited from your bank account within 72 hours of this online transaction.

Your payment will be posted within 5 business days after the date in which you have made the payment.

During peak season, the posting period may be extended.

UNOFFICIAL COPY

Thank you for your payment. The following contains details about your payment.

### Transaction Details

Item	Cost	Quantity	Total
Web Tax Payments			
Account Number X101002552304	3,028.36	1	3,028.36
Service Fee (non-refundable)			0.00
<b>Total</b>			<b>\$3,028.36</b>

NOTE: Service Fees are non-refundable.

### Payment Information

Reference Number: X101002552304  
Tax Account Name: ALEXANDER JANET B

Tracking Number: 2023-VMPSVJ  
Date Processed: Tue, Jan 31, 2023 17:00 PM  
Payment Method: Personal Checking

Bank: JPMORGAN CHASE  
Account Number: \*\*\*\*\*7578  
Check Number:

Name: Janet Alexander  
Address: 17112 Nulakewest Ct Houston, TX, 77044  
Email: janetbaalexander.72@gmail.com

### Confirmation

Print This Page

Please print and retain this page as proof of pending payments.

[Click here to return to the Harris County Tax Statement Search and Payments page.](#)

### What Happens Next?

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Your payment will be posted within 5 business days after the date in which you have made the payment. During peak season, the posting period may be extended.

If you have any questions, please contact us at [tax.office@hctx.net](mailto:tax.office@hctx.net) or 713-274-8000.

Harris County, TX Tax Assessor-Collector

UNOFFICIAL COPY

# 2021 PROPERTY TAX RECEIPT

**Certified Owner**  
 ALEXANDER JANET B  
 17112 NULAKEWEST CT  
 HOUSTON TX 77044-1478

**Legal Description**  
 LT 13 BLK 2  
 WATERS EDGE SEC 15

Deposit No: 1GL1H1210004  
 Validation No: 4  
 Account No: 134-884-002-0013  
 Operator Code: PHAMPTON

Parcel Address: 17112 NULAKEWEST CT 77044  
 Legal Acres:  
 Remit Seq No: 83521840  
 Receipt Date: 12/17/2021  
 Deposit Date: 12/21/2021

Tax Unit	Tax Rate	Levy	Penalties & Interest	Coll. Fee	Total
Harris County	0.376930	\$969.25	\$0.00	\$0.00	\$969.25
Harris County Flood Control Dist	0.033490	\$86.12	\$0.00	\$0.00	\$86.12
Port of Houston Authority	0.008720	\$22.42	\$0.00	\$0.00	\$22.42
Harris County Hospital District	0.162210	\$417.11	\$0.00	\$0.00	\$417.11
Harris County Dept. of Education	0.004990	\$12.83	\$0.00	\$0.00	\$12.83
Lone Star College System	0.107800	\$341.11	\$0.00	\$0.00	\$341.11
City of Houston	0.550830	\$1416.42	\$0.00	\$0.00	\$1416.42
<b>Total Paid</b>		<b>\$3265.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3265.26</b>

[<< Back to Statement](#)

**Ownership History: 1348840020013**

**17112 NULAKEWEST CT  
HOUSTON TX 77044**

**Owner:**

**CURRENT OWNER**

**ALEXANDER CHEMEKA N**

**JOHNSON ANTONIO T SR & YULECIA N**

**MERITAGE HOMES OF TEXAS LLC**

**Effective Date**

**10/14/2021**

**08/28/2019**

**12/30/2016**

**11/25/2014**

**[end of record]**

**-close window-**

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RP-2022-459841  
09/12/2022 RP1 \$22.00

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR 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 DRIVERS LICENSE NUMBER.**

**General Warranty Deed  
Life Estate**

**Date:** Effective, October 14, 2021

**Grantor:** Chemeka N Alexander

**Grantee:** Janet B Alexander  
9814 Valley Wind Dr.  
Houston, Texas 77078

(2)  
ll  
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**Consideration:** TEN DOLLARS (10.00) cash and other good and Valuable Consideration.

**Property (including any improvements):**

A life estate interest, with the full possession, benefit, and use of the property for the remainder of Janet B. Alexander's life, as a life estate with full power of sale with remainder to Chemeka N Alexander in the following property:

Lot 13, Block 2, Waters Edge Sec. 15, A subdivision in Harris County, Texas, according to the Map or Plat Therefore recorded in Film Code No. 659214 of the map and/or Plat Records, Harris County, Texas

Commonly known as: 17112 Nulakewest Ct Houston, Texas 77044

**Reservations from Conveyance:** The remainderman interest in the property is reserved to Chemeka N Alexander

**Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, Grants, Sells and Conveys to Grantee the Property,

RP-2022-459841

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COPY

together with all and singular the rights and appurtenances thereto in a way belonging, TO HAVE AND TO HOLD it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to WARRANT and FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Grantee shall pay the property taxes and insurance premiums to insure the property during her lifetime.

Executed this 14 day of October, 2021.

*Chemeka N Alexander*  
Chemeka N Alexander

STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on 10-14, 2021 by Chemeka N Alexander:

*Keren Key Randon*  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

*W* Chemeka N Alexander  
P O Box 11581  
Houston, Texas 77293 *W*

RP-2022-459841

UNRECORDED COPY

FILED FOR RECORD

3:42:28 PM

Monday, September 12, 2022



COUNTY CLERK, HARRIS COUNTY, TEXAS

RP-2022-459841

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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

Monday, September 12, 2022



COUNTY CLERK  
HARRIS COUNTY, TEXAS



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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE FOR STRIKE ANY OR 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 DRIVERS LICENSE NUMBER.

**CORRECTION GENERAL WARRANTY DEED**

STATE OF TEXAS }  
KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF HARRIS}

Date: Effective, October 14, 2021.

Grantor: Chemeka N Alexander, an unmarried woman

Grantee: Janet B Alexander, an unmarried woman  
9914 Valley Wind Dr.  
Houston, Texas 77078

IAA

Consideration: TEN DOLLARS {10.00} cash and other good and valuable consideration in hand paid by Janet B Alexander which is hereby fully acknowledged and confessed.

Property (including any improvements):

WHEREAS this Correction General Warranty Deed is being executed and recorded in order to correct the certain General Warranty Deed Life Estate recorded in real property records on the 12<sup>th</sup> day of September, 2022; as RP-2022-459841.

WHEREAS, this correction is to reflect the oversight which conveyed real property to the Grantee, Janet B. Alexander as a Life Estate, of which, should, reflect full transfer of rights and ownership interest, fee simple from Grantor, Chemeka Alexander to the Grantee, Janet Alexander for the consideration given on October 14, 2021.

WHEREAS, this correction is to add buyer's disclaimer of an interest in the real property that is the subject of the original instrument of conveyance; Buyer Janet B Alexander, a bona fide purchaser took the said property for value, free and clear without notice of any existing claims:

WHEREAS, this correction, now reflects the marital status of both grantor and grantee.

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

Lot 13, Block 2, Waters Edge Sec. 15; A subdivision in Harris County, Texas, according to the Map or Plat Therefore recorded in Film Code No.659214 of the map and /or Plat Records, Harris County, Texas

D

More commonly known as: 17112 Nulakewest Ct Houston, Texas 77044

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the buyer's disclaimer and Exceptions to Conveyance and Warranty, Grants, Sells and Conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in a way belonging, TO HAVE AND TO HOLD it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to WARRANT and FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

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

This instrument was prepared based off of the title receipts furnished by the parties no independent title search has been made.

Grantee hereby assumes and shall pay all property taxes and insurance premiums to the property.

This Correction General Warranty Deed was executed in agreeance of the parties listed below to correct oversights of the original conveyance executed October 14, 2021.

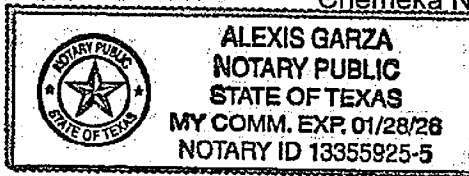
Executed this 24<sup>th</sup> day of May, 2023.

*Janet B. Alexander*  
Janet B Alexander

*By: Chemeka N. Alexander*  
Chemeka N Alexander

103

STATE OF TEXAS }  
COUNTY OF HARRIS }



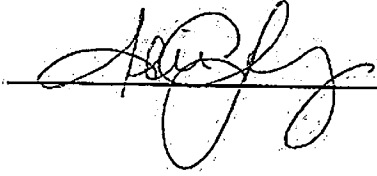
This instrument was acknowledged before me on May 24, 2023 by Chemeka N Alexander.

*Alexis Garza*  
Notary Public, State of Texas

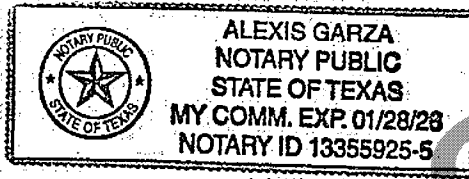
STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on May 24, 2023  
by Janet B Alexander.

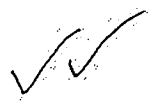


Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Janet Alexander  
17112 Nulakewest Ct  
Houston, Texas 77044



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EXHIBIT

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RP-2022-459841  
09/12/2022 RP1 \$22.00

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR 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 DRIVERS LICENSE NUMBER.**

**General Warranty Deed**  
Life Estate

**Date:** Effective, October 14, 2021

**Grantor:** Chemeka N Alexander

**Grantee:** Janet B Alexander  
9914 Valley Wind Dr.  
Houston, Texas 77078

(2)  
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lll

**Consideration:** TEN DOLLARS {10.00} cash and other good and Valuable Consideration.

**Property (including any improvements):**

A life estate interest, with the full possession, benefit, and use of the property for the remainder of Janet B. Alexander's life, as a life estate with full power of sale with remainder to Chemeka N Alexander in the following property:

Lot 13, Block 2, Waters Edge Sec. 15, A subdivision in Harris County, Texas, according to the Map or Plat Therefore recorded in Film Code No.659214 of the map and /or Plat Records, Harris County, Texas

D

Commonly known as: 17112 Nulakewest Ct Houston, Texas 77044

**Reservations from Conveyance:** The remainderman interest in the property is reserved by Chemeka N Alexander

**Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, Grants, Sells and Conveys to Grantee the Property,

RP-2022-459841

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EXHIBIT

together with all and singular the rights and appurtenances thereto in a way belonging, TO HAVE AND TO HOLD it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to WARRANT and FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person, whomever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Grantee shall pay the property taxes and insurance premiums to insure the property during her lifetime.

Executed this 14 day of October, 2021.

*Chemeka N Alexander*  
Chemeka N Alexander

STATE OF TEXAS }

COUNTY OF HARRIS }

This instrument was acknowledged before me on 10-14, 2021, by Chemeka N Alexander.

*Karen Kay Randon*  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Chemeka N Alexander  
P O Box 11581  
Houston, Texas 77293

RP-2022-459841

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EXHIBIT

12-1-22

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3:42:28 PM

Monday, September 12, 2022

*Leslie H. Huddleston*

COUNTY CLERK, HARRIS COUNTY, TEXAS

COPY

RP-2022-459841

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

Monday, September 12, 2022

*Leslie H. Huddleston*

COUNTY CLERK  
HARRIS COUNTY, TEXAS



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# Certificate of Acknowledgment of Receipt and Acceptance

I Janet B. Alexander the living woman created by God, with indefeasible title to my land and lawful owner of the landed estate known as Janet Alexander and its real property and interest, under the seal Janet B. Alexander and in the capacity of Janet B. Alexander am recorded as the Grantee on the General Warranty Deed for the real estate described on Exhibit A. It is my freewill act and deed to acknowledge my acceptance of the deed. I ask that the record on file in the office of register of deeds be updated to show my acceptance of the deed and as the lawful owner of the real estate. Grantee's acceptance is governed by Maxims of Equity: "Equity will not aid a volunteer, Equity will not complete an imperfect gift; in a conflict of equities the superior equity will prevail; where there are equal equities the first in order of time shall prevail; where there are equal equities the law must prevail."

**LET IT BE KNOWN BY ALL MEN AND PERSONS WORLDWIDE BY THESE WORDS,** I, the undersigned, Janet B. Alexander, grantee herein, a private American Citizen of the union States of America, by freewill act and Deed, execute this Deed of Acknowledgment, receipt, and acceptance *ab initio fee simple absolute*.

This is my freewill act, volition and Deed, under my hand and seal:

Janet B. Alexander

Janet B. Alexander, Grantor  
Mail In Care Of: 2807-Wheeler Ave,  
Houston, TX [77004]

Latreacia Barrett

Third Party Witness

[Signature]

Third Party Witness

State of Texas

County of Harrisss.

On this 14 day of October 2021, before me the subscriber, Karen Randon personally appeared Janet B. Alexander, by verified evidence acknowledged to be the living woman described in and who executed the forgoing instrument and acknowledged before me the she executes the same as her freewill act and deed.

Notary Public - signature: [Signature]

My commission expires: 09/17/2025



EXHIBIT A

Lot 13, Block 2, Waters Edge Sec. 15, A subdivision in Harris County, Texas, according to the MAP or PLAT Therefore recorded in Film Code No.659214 of the map and /or Plat Records, Harris County, Texas

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time this instrument was filed and recorded.

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4:27:00 PM

Thursday, May 25, 2023

*Lanashia Hudspeth*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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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

Thursday, May 25, 2023

*Lanashia Hudspeth*

COUNTY CLERK  
HARRIS COUNTY, TEXAS



COPY

EXHIBIT B

INTERTWINED DOCUMENTS OF CONVEYANCE

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

DRAFT NOTE

DEED OF TRUST

Sworn Statement

Purchaser's of Real Property

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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.

**General Warranty Deed with Vendor's Lien**

Loan # 232-2012543

AFTER RECORDING RETURN TO:

Chemeka N Alexander  
17112 Nulake West CT  
Houston, TX 77044

Date: Executed on the date set forth in the acknowledgement herein, but to be effective the Twenty-ninth day of August, 2019.

Grantor: Antonio T. Johnson, Sr. and Yulecia N. Johnson

Grantor's Mailing Address:

1340 Roberts  
Beaumont TX 77701

Grantee: Chemeka N Alexander, unmarried

Grantee's Mailing Address: 17112 Nulake West CT  
Houston, TX 77044

Consideration:

Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee and a note of even date in the principal amount of Two Hundred Eighty Six Thousand One Hundred Fifty and 00/100 Dollars - (\$286,150.00) made by Grantee payable to the order of Guild Mortgage Company, "Lender" herein, as consideration for the amount paid to Grantor. The note is secured by a vendor's lien retained in favor of Lender in this deed and by a deed of trust of even date from Grantee to Chris Peirson, Trustee.

Property (including any improvements):

General Warranty Deed with Vendor's Lien

RECORDED AT THE REQUEST  
OF FIRST AMERICAN TITLE  
GF# - 2422763

11/20/2019 10:42:11 AM

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LOT 13, BLOCK 2, WATERS EDGE SEC. 15, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 659214 OF THE MAP AND/OR PLAT RECORDS, HARRIS COUNTY, TEXAS.

The above described property also includes any and all of Grantor's right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems now or in the future serving said property.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is given and accepted subject to any and all restrictions, reservations, covenants, conditions, rights of way, easements, municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the herein described property.

Grantee herein assumes the taxes for the current year.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty. The vendor's lien (to the extent of the consideration paid by Grantee to Grantor) against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. The vendor's lien and superior title retained in this deed are transferred to Lender, without recourse on Grantor. When the context requires, singular nouns and pronouns include the plural. When executed by a corporation the words "heirs and assigns" shall be construed to mean "Successors and assigns".

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Antonio T. Johnson, Sr.* 8-28-19  
Signature Date  
Antonio T. Johnson, Sr.

*Yulecia N. Johnson* 8/28/2019  
Signature Date  
Yulecia N. Johnson

General Warranty Deed with Vendor's Lien

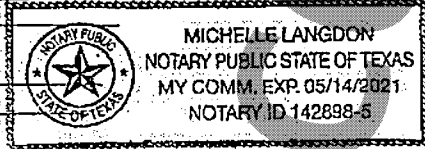
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UNOFFICIAL COPY

STATE OF TEXAS  
COUNTY OF Harris

The foregoing instrument was acknowledged before me this 28 day of August, 2020<sup>19</sup> by  
Antonio T. Johnson, Sr. and Yulecia N. Johnson.

Notary Public  
Printed Name:  
My commission expires:



General Warranty Deed with Vendor's Lien

Loan No: 232-2012543  
Borrower: CHEMEKA N ALEXANDER

Data ID: 842

# NOTE

MIN: 100019923220125439

August 29, 2019

HOUSTON  
[City]

TEXAS  
[State]

17112 NULAKE WEST CT  
HOUSTON, TX 77044  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$286,150.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is GUILD MORTGAGE COMPANY. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.125%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on October 1, 2019. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2049, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 5898 COPLEY DRIVE, SAN DIEGO, CALIFORNIA 92111 or at a different place if required by the Note Holder.

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01  
(Page 1 of 4 Pages)



**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$1,386.83.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

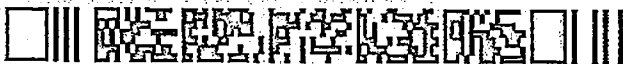
If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.



**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

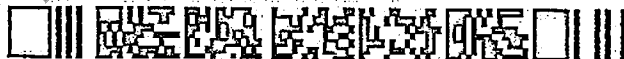
I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.





WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Chemeka N. Alexander*  
CHEMEKA N ALEXANDER —Borrower (Seal)

[Sign Original Only]

PAY TO THE ORDER OF

WITHOUT RECOURSE

GUILD MORTGAGE COMPANY

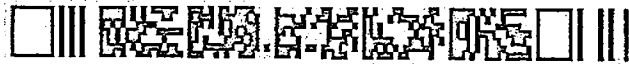
By: \_\_\_\_\_

Its: \_\_\_\_\_  
(Printed Name and Title)

UNOFFICIAL COPY

Loan Originator Organization: GUILD MORTGAGE COMPANY  
NMLSR ID: 3274  
Individual Loan Originator: MICHELLE CASTLE  
NMLSR ID: 231122

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



## NOTICE TO PURCHASERS OF REAL PROPERTY

The real property described below, that you are about to purchase is located in the HC MUD#450 District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$.695 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$.695 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received insure a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$77,800,000, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$0.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary, sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$0. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The district is located in whole or in part in the extraterritorial jurisdiction of the City of Houston. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

The district is located in whole or in part within the corporate boundaries of the City of Houston. The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property which you are acquiring is as follows:

LOT 13, BLOCK 2, WATERS EDGE SEC. 15, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 659214 OF THE MAP AND/OR PLAT RECORDS, HARRIS COUNTY, TEXAS.

Antonio T. Johnson Sr.  
Date 8-28-19

Antonio T. Johnson Sr.  
Antonio T. Johnson Sr.  
Yulecia N. Johnson  
Yulecia N. Johnson

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned admit receipt of the foregoing notice at or prior to closing the purchase of property above described.

8-29-19

Date

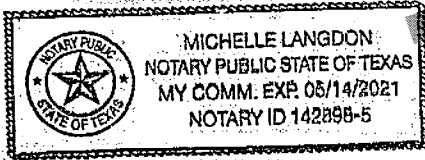
*Chemeka N. Alexander*  
Chemeka N. Alexander

Date

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2019, by Chemeka N. Alexander.



*[Signature]*

Notary Public, State of Texas

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**NOTICE TO PURCHASERS  
DEED RESTRICTIONS**

**STATE OF TEXAS**

**COUNTY OF HARRIS**

The real property described below, which you are purchasing is subject to deed restrictions recorded in Harris County, Texas:

FILM CODE NO. 659214 OF THE MAP AND/OR PLAT RECORDS; COUNTY CLERK'S FILE NOS. 20070096371, 20130209003, 20140329978, 20150111487, 2018-88976, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS.

THE RESTRICTIONS LIMIT YOUR USE OF THE PROPERTY. THE CITY OF HOUSTON IS AUTHORIZED BY STATUTE TO ENFORCE COMPLIANCE WITH CERTAIN DEED RESTRICTIONS. You are advised that, in the absence of a declaratory judgment that the referenced restrictions are no longer enforceable, the City of Houston may sue to enjoin a violation of such restrictions. ANY PROVISIONS THAT RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY ON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN ARE UNENFORCEABLE; however, the inclusion of such provision does not render the remainder of the deed restrictions invalid. The legal description and street address of the property you are acquiring are as follows:

LOT 13, BLOCK 2, WATERS EDGE SEC. 15, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 659214 OF THE MAP AND/OR PLAT RECORDS, HARRIS COUNTY, TEXAS.

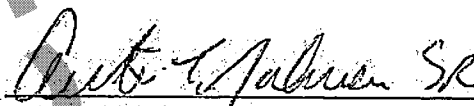
also known as 17112 Nulake West Court, Houston, Texas 77044.

Date

8-28-19

Date

8-28-19

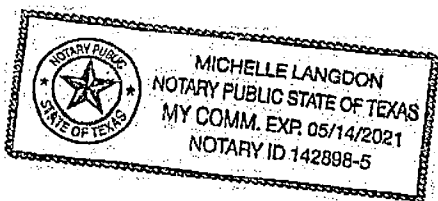
  
Antonio T. Johnson Sr.


  
Yulecia N. Johnson

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 28th day of August, 2019, by Antonio T. Johnson, Sr. and Yulecia N. Johnson.



  
Notary Public, State of Texas

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

8-29-19  
Date

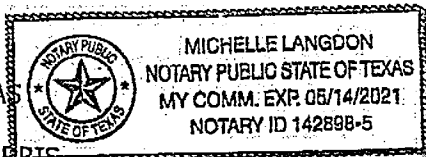
Chemeka N. Alexander  
Chemeka N. Alexander

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 28th day of August, 2019, by Antonio T. Johnson, Sr. and Yulecia N. Johnson.

[Signature]  
Notary Public, State of Texas

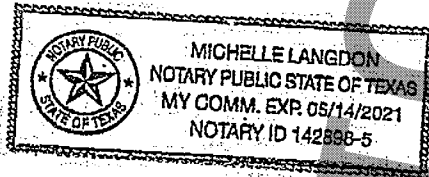


STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledge before me on the <sup>29</sup>28th day of August, 2019 by Chemeka N. Alexander.

[Signature]  
Notary Public, State of Texas



UNOFFICIAL COPY

Loan No: 237-2012543  
Borrower: CHEMEKA N ALEXANDER

Data ID: 842

Return to: GUILD MORTGAGE COMPANY  
ATTENTION: DMD  
5898 COPLEY DRIVE  
SAN DIEGO, CA 92111

[Space Above This Line For Recording Data]

DEED OF TRUST MIN: 100019923220125439

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.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 29, 2019, together with all Riders to this document.

(B) "Borrower" is CHEMEKA N ALEXANDER, UNMARRIED. Borrower is the grantor under this Security Instrument.

(C) "Lender" is GUILD MORTGAGE COMPANY. Lender is A CORPORATION organized and existing under the laws of the State of CALIFORNIA. Lender's address is 5898 COPLEY DRIVE, SAN DIEGO, CA 92111. Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is CHRIS PEIRSON. Trustee's address is 4400 ALPHA ROAD, DALLAS, TX 75244.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated August 29, 2019. The Note states that Borrower owes Lender TWO HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED FIFTY AND NO/100—Dollars (U.S. \$ 286,150.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2049.

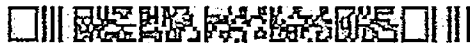
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

RP-2019-385372

TEXAS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3044 1/01 (rev. 10/17) (Page 1 of 13 Pages)



RECORDED AT THE REQUEST  
OF FIRST AMERICAN TITLE  
GF# - 2422763

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the County of HARRIS:

LOT 13, BLOCK 2, WATERS EDGE SEC. 15, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 659214 OF THE MAP AND/OR PLAT RECORDS, HARRIS COUNTY, TEXAS.



RP-2019-385372

UNRECORDED COPY

which currently has the address of 17112 NULAKE WEST CT,

HOUSTON, TEXAS

[Street]

77044  
[Zip Code]

("Property Address"):

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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:

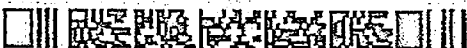
1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.



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RP-2019-385372

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3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

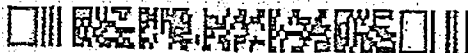
If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.



RP-2019-385372

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

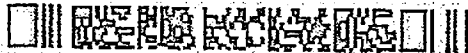
If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

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7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing end/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

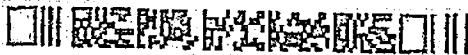
If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value, divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

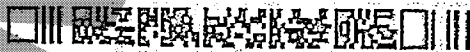
Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

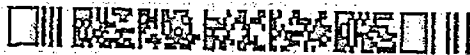
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

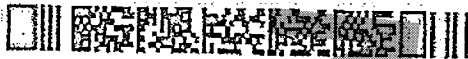
Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. 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 Section 18 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell to 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.

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Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. 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 Section 22, 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 or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. 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.

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

25. 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.

26. 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.

27. Purchase Money; Oweity of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property.

Check box as applicable:

Purchase Money.

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

Oweity of Partition.

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an oweity of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

Renewal and Extension of Liens Against Homestead Property.

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

Acknowledgment of Cash Advanced Against Non-Homestead Property.

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

RP-2019-385372





Loan No: 232-2012543

Data ID: 842

28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

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

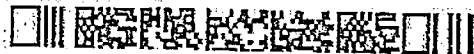
*Chemeka N. Alexander*  
CHEMEKA N ALEXANDER - Borrower

RP-2019-385372

TEXAS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3044 1/01 (rev. 10/17)

(Page 12 of 13 Pages)



UNOFFICIAL

Loan No: 232-2012543

Data ID: 842

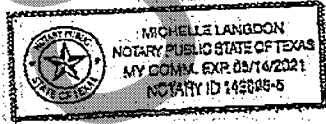
[Space Below This Line For Acknowledgment]

State of Texas  
County of Harris

§  
§

This instrument was acknowledged before me on the 29 day of August, 2019 by

CHEMEKA N. ALEXANDER



Notary Public

My commission expires:

(Printed Name)

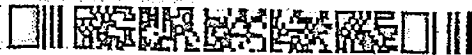
RP-2019-385372

Loan Originator Organization: GUILD MORTGAGE COMPANY  
NMLSR ID: 3274  
Individual Loan Originator: MICHELLE CASTLE  
NMLSR ID: 231122

TEXAS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3044 - 1/01 (rev. 10/17)

(Page 13 of 13 Pages)



UNOFFICIAL

UNNOTED

Loan No: 232-2012543  
Borrower: CHEMEKA N ALEXANDER

Date ID: 842

**PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29th day of August, 2019, 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 GUILD MORTGAGE COMPANY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

17112 NULAKE WEST CT  
HOUSTON, TX 77044

[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

**DECLARATIONS AND COVENANTS**

(the "Declaration"). The Property is a part of a planned unit development known as  
WATERS EDGE

[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:

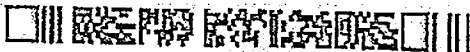
A. **PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws 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. **Property 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 (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

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

RP-2019-385372



COPY

Loan No: 232-2012543

Data ID: 842

In the event of a distribution of property 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, whether or not then due, with the excess, if any, 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 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 Section 11.

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.

RP-2019-385372

UNIFORM



COPY

Loan No: 232-2012543

Data ID: 842

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

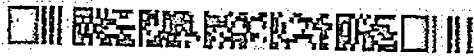
*Chemeka N. Alexander*  
CHEMEKA N ALEXANDER — Borrower

RP-2019-385372

UNLAWFUL INSTRUMENT

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 1/01  
(Page 3 of 3 Pages)



LOAN AGREEMENT RIDER

THIS LOAN AGREEMENT RIDER is made this 29th day of August, 2019, and is incorporated by and into and shall be deemed to amend and supplement any and all documents constituting "Loan Agreements" as defined by Section 26.02 of the Texas Business & Commerce Code by and between CHEMEKA N ALEXANDER ("Borrower") and GUILD MORTGAGE COMPANY ("Lender") of the same date and covering the property located at 17112 NULAKE WEST CT, HOUSTON, TEXAS 77044.

In addition to the covenants made in the Loan Agreements, Borrower and Lender further covenant and agree as follows:

1. The rights and obligations of Borrower and Lender shall be determined solely from the written Loan Agreements, and any prior oral agreements between Lender and Borrower are superseded by and merged into the Loan Agreements.
2. The Loan Agreements may not be varied by any oral agreements or discussions that occur before, contemporaneously with, or subsequent to the execution of the Loan Agreements.
3. The following Notice is provided pursuant to Section 26.02 of the Texas Business & Commerce Code:

THE WRITTEN LOAN AGREEMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

GUILD MORTGAGE COMPANY

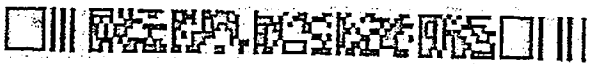
By: \_\_\_\_\_

Its:

*CHEMEKA N. A. ALEXANDER*  
CHEMEKA N ALEXANDER - Borrower

UNOFFICIAL COPY

Do Not File Of Record



Case No. 223100360447

Ryse Investments LLC  
Plaintiff

Vs

Chemeka Alexander  
Defendant

IN THE JUSTICE COURT OF  
HARRIS COUNTY, TEXAS  
PRECINCT 3 PLACE 1

Sworn Statement

State of Texas

County of Harris

Chemeka Alexander state under penalty of perjury, allege that the Plaintiff Shajuiet Moneak Weaver of Ryse Investments LLC's eviction suit is based on a deed executed from a transaction in violation, to 21A Business and Commerce Code, Pursuant to Chapter 24 of the Texas Property Code

1. The Grantor in actual possession, Chemeka: Alexander did give ACTUAL NOTICE to Shajuiet M. Weaver, in person of this violation listed prior to her purchase of the void deed on September 6, 2022. In addition, I also called her and had a conversation over the phone to give Notice of the rescission right based on the violation within 3 days of the complicit actions of Ryse Investments LLC.

FURTHERMORE, I SAYETH NAUGHT

State of Texas  
County of Harris

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 1<sup>st</sup> day of November 2022

All Rights Reserved

By: Chemeka N. Alexander  
Chemeka-N: Alexander, OWNER

COPY

EXHIBIT C

DOCUMENTS SENT TO GUILD

FEE SIMPLE OWNERSHIP / Chemeka Alexander

Insurance Commitment

Items sent to Guild Mortgage

Rescission Letter

2021-A 1099 Acquisition of Property

with confirmation from the IRS

2021 1099- C Cancellation of Debt

With confirmation from the IRS

2021 – 1099- A Credits claimed

With confirmation from the IRS

UCC financing Statement

Some Certified Mailing receipts

ORIGINAL





First American  
Title Guaranty Company

Texas Residential Owner's Policy of Title Insurance One-to-Four Family Residences (T-1R)

# Schedule A

ISSUED BY  
First American Title Guaranty Company  
POLICY NUMBER  
R2422763

File Number: 2422763-H080

Policy Date: 08/30/2019 at 12:59 PM

Policy Amount: \$295,000.00

Premium: \$1,955.00

1. Name of Insured:

Chemeka N Alexander

2. We insure your interest in the land covered by this Policy is:

FEE SIMPLE

3. Legal Description of land:

LOT 13, BLOCK 2, WATERS EDGE SEC. 15, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 659214 OF THE MAP AND/OR PLAT RECORDS, HARRIS COUNTY, TEXAS.

First American Title Guaranty Company

By:

Authorized Countersignature (JTS)



**First American  
Title Guaranty Company**

# Commitment

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Guaranty Company**

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We FIRST AMERICAN TITLE GUARANTY COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

*First American Title Guaranty Company*



*Christopher M. Leavel*

Christopher M. Leavel, President

*Jeffrey S. Robinson*

Jeffrey S. Robinson, Secretary

(This Commitment is valid only when Schedule A, B, C and D are attached)

This jacket was created electronically and constitutes an original document

**First American Title Guaranty Company**

By:

Authorized Countersignature (DS)



First American  
Title Guaranty Company

Commitment For Title Insurance T-7

ISSUED BY

First American Title Guaranty Company

# SCHEDULE A

Effective Date: **July 08, 2019** at 8:00 a.m.

GF No. **2422763-H080**

Commitment No. **2422763-H080**, issued **July 19, 2019**, at 8:00 a.m.

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: \$  
PROPOSED INSURED:
- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: 295,000.00  
PROPOSED INSURED: Chemeka Nicole Alexander
- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount: 284,675.00  
PROPOSED INSURED: Lender To Be Determined  
Proposed Borrower: Chemeka Nicole Alexander
- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (f) OTHER  
Policy Amount: \$  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in: **ANTONIO T. JOHNSON, SR. AND YULECIA N. JOHNSON, HUSBAND AND WIFE**

4. Legal description of land: **LOT 13, BLOCK 2, WATERS EDGE SEC. 15, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 659214 OF THE MAP AND/OR PLAT RECORDS, HARRIS COUNTY, TEXAS.**



**First American  
Title Guaranty Company**

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Guaranty Company**

## Schedule B

G.F. No. or File No. **2422763-H080**

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):  

See Item 10 (a) below.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of Improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government; or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
- a. Any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c). Film Code No. 659214 of the Map and/or Plat Records; County Clerk's File Nos. 20070096371, 20130209003, 20140329978, 20150111487, 2018-88976, Official Public Records, Harris County, Texas. Maintenance Charge/Assessments as provided for herein. Subordination to purchase money and/or improvement liens contained therein.
  - b. Rights of Parties in Possession. (OWNER POLICY ONLY)
  - c. A 20 foot building setback line along the front property line as set forth on the recorded plat and dedication.
  - d. A 5 foot building setback line along the side(s) property line as per survey.
  - e. The Utility easement(s) as set out on plat/map in Film Code No. 659214 of the Map and/or Plat Records of Harris County, Texas.
  - f. Easement as shown on the recorded plat and dedication:  
Purpose: Drainage Location: 15 feet wide on each side of the center line of all gullies, ravines and other natural drainage courses on the herein described property. (OWNER POLICY ONLY)
  - g. Easement: Certain Utilities  
Recorded: in County Clerk's File No. 2012055514 and Corrected in County Clerk's File No. 20130221711, of the Official Public Records, Harris County, Texas.
  - h. Easement: Certain Utilities  
Recorded: in County Clerk's File No. 20140355363, of the Official Public Records, Harris County, Texas.
  - i. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
  - j. Terms, conditions, and stipulations in the Agreement by and between:  
  
Parties: CenterPoint Energy Houston Electric, LLC, A Texas Corporation and Community Development Capital Group  
Recorded: in County Clerk's File No. 20140227755 of the Official Public Records of Harris County, Texas.  
Type: Underground Electric Service

CORRECTED (if checked)

LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code and telephone no. Chemeka N Alexander 17112 Nulakewest Ct. Houston, TX 77044 US - Phone: 8328969472		OMB No. 1545-0877 <b>2021</b> Form 1099-A	<b>Acquisition or Abandonment of Secured Property</b>  <b>Copy B For Borrower</b> This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
Account number (see instructions) 179391573594		1 Date of lender's acquisition or knowledge of abandonment 8/29/2019	
BORROWER'S name, street address, city or town, state or province, country, and ZIP or foreign postal code Guild Mortgage Company P O Box 85304 San Diego CA 92186-5304 US		2 Balance of principal outstanding \$ 24164.04	
LENDER'S TIN 		3 	
BORROWER'S TIN 95-2146137		4 Fair market value of property \$ 24164.04	
		5 If checked, the borrower was personally liable for repayment of the debt ..... <input checked="" type="checkbox"/>	
		6 Description of property INTEREST FROM ACCT # 232-2012543	

Form 1099-A

www.1099online.com - IRS Approved e File Provider

### Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have reportable income or loss because of such acquisition or abandonment. Gain or loss from an acquisition is generally measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses on acquisitions or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences.

Property means any real property (such as a personal residence); any intangible property; and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

**Borrower's identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.

**Account number.** May show an account or other unique number the lender assigned to distinguish your account.

**Box 1.** For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender or the date possession and the burdens and benefits of ownership were transferred to the lender. This may be the date of a foreclosure or execution sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, execution, or similar sale.

**Box 2.** Shows the debt (principal only) owed to the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

**Box 3.** Reserved for future use

**Box 4.** Shows the fair market value of the property. If the amount in box 4 is less than the amount in box 2, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

**Box 5.** Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

**Box 6.** Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

**Future developments.** For the latest information about developments related to Form 1099-A and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/form1099a](http://www.irs.gov/form1099a).

COPY

CORRECTED (if checked)

LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code and telephone no. Chemeka Necoie Alexander 17112 Nulakewest Ct. Houston TX 77044 US - Phone: 8328969472		OMB No. 1545-0877 <b>2021</b> Form 1099-A	<b>Acquisition or Abandonment of Secured Property</b>  <b>Copy B For Borrower.</b> This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
Account number (see instructions) 232-2012543	1 Date of lender's acquisition or knowledge of abandonment 8/29/2019	2 Balance of principal outstanding \$ 286150.00	
BORROWER'S name, street address, city or town, state or province, country, and ZIP or foreign postal code Guild Mortgage Company P O Box 85304 San Diego CA 92186-5304 US	3	4 Fair market value of property \$	
	5 If checked, the borrower was personally liable for repayment of the debt ..... <input checked="" type="checkbox"/>		
LENDER'S TIN [REDACTED]	BORROWER'S TIN 95-2146137	6 Description of property 17112 Nulakewest Ct. Houston Texas 7704	

Form 1099-A

www.1099online.com - IRS Approved e File Provider

### Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have reportable income or loss because of such acquisition or abandonment. Gain or loss from an acquisition is generally measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses on acquisitions or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences.

Property means any real property (such as a personal residence); any intangible property; and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

**Borrower's identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.

**Account number.** May show an account or other unique number the lender assigned to distinguish your account.

**Box 1.** For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender or the date possession and the burdens and benefits of ownership were transferred to the lender. This may be the date of a foreclosure or execution sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, execution, or similar sale.

**Box 2.** Shows the debt (principal only) owed to the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

**Box 3.** Reserved for future use

**Box 4.** Shows the fair market value of the property. If the amount in box 4 is less than the amount in box 2, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

**Box 5.** Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

**Box 6.** Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

**Future developments.** For the latest information about developments related to Form 1099-A and its Instructions, such as legislation enacted after they were published, go to [www.irs.gov/form1099a](http://www.irs.gov/form1099a).

COPY

CORRECTED (if checked)

CREDITOR'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Chemeka N Alexander 17112 Nulakewest Ct. Houston TX 77044 US - Phone: 8328969472		1 Date of identifiable event 10/01/2021	OMB No. 1545-1424  <b>2021</b>  Form 1099-C	<b>Cancellation of Debt</b>
Account number (see instructions) 789591859425		2 Amount of debt discharged \$ 286150.00		
DEBTOR'S name, address, ZIP/ postal code & Country Guild Mortgage Company P O Box 85304 San Diego CA 92186-5304 US		3 Interest if included in box 2 \$ 24164.04		
CREDITOR'S TIN 55		4 Debt description MORTGAGE (acct # 232-2012543) (Guild)	5 If Checked, the debtor was personally liable for repayment of the debt . . . . . <input checked="" type="checkbox"/>	
DEBTOR'S TIN 95-2146137		6 Identifiable event code A		7 Fair market value of property \$ 286150

**Copy B  
For Debtor:**  
This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

Form 1099-C

www.1099online.com - IRS Approved e File Provider

### Instructions for Debtor

You received this form because a Federal Government agency or an applicable financial entity (a creditor) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that either is or is deemed to be a discharge of a debt of \$600 or more. If a creditor has discharged a debt you owed, you are required to include the discharged amount in your income, even if it is less than \$600, on the "Other income" line of your Form 1040. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, such as bankruptcy and insolvency. See Pub. 4681, available at IRS.gov, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year.

**Debtor's identification numbers.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the creditor has reported your complete identification number to the IRS.

**Account number.** May show an account or other unique number the creditor assigned to distinguish your account.

**Box 1.** Shows the date the earliest identifiable event occurred or, at the creditor's discretion, the date of an actual discharge that occurred before an identifiable event. See the code in box 6.

**Box 2.** Shows the amount of debt either actually or deemed discharged. Note: If you do not agree with the amount, contact your creditor.

**Box 3.** Shows interest if included in the debt reported in box 2. See Pub. 4681 to see if you must include the interest in gross income.

**Box 4.** Shows a description of the debt. If box 7 is completed, box 4 also shows a description of the property.

**Box 5.** Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, at the time of the last modification. See Pub. 4681 for reporting instructions.

**Box 6.** Shows the reason your creditor has filed this form. The codes in this box are described in more detail in Pub. 4681. A-Bankruptcy; B-Other judicial debt relief; C-Statute of limitations or expiration of deficiency period; D-Foreclosure election; E-Debt relief from probate or similar proceeding; F-By agreement; G-Decision or policy to discontinue collection; H-Expiration of nonpayment testing period; or I-Other actual discharge before identifiable event.

**Box 7.** If, in the same calendar year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value (FMV) of the property will be shown, or you will receive a separate Form 1099-A. Generally, the gross foreclosure bid price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV is generally the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

**Future developments.** For the latest information about developments related to Form 1099-C and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/form1099c](http://www.irs.gov/form1099c).

**FreeFile.** Go to [www.irs.gov/FreeFile](http://www.irs.gov/FreeFile) to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.





Litt <littorg1@gmail.com>

**1099online.com Return Accepted**

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To: littorg1@gmail.com  
Cc: 1099Online Support <noreply@1099online.com>

Mon, Jul 25, 2022 at 5:33 AM

Call us at - 1-800-578-2290

**Accepted**

Dear Chemeka Alexander,

**Congratulations!** The IRS accepted your 1099 tax return.

You may download 1099 form anytime from our website, available in PDF format.

Reference Number :201563401

Payer Name :Alexander

Tax Year :2021

Form Name :1099-C

Recipients :Gulld Mortgage Company

Thanks,

1099online.com Support.

You can access your account any time at: <http://www.1099online.com>

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1099Online Support <noreply@1099online.com>  
To: littorg1@gmail.com  
Cc: 1099Online Support <noreply@1099online.com>

Mon, Jul 25, 2022 at 5:34 AM



Call us at - 1-800-578-2290



**Accepted**

Dear Chemeka Alexander,

**Congratulations!** The IRS accepted your 1099 tax return.

You may download 1099 form anytime from our website, available in PDF format.

Reference Number :201563403

Payer Name :Alexander

Tax Year :2021

Form Name :1099-A

Recipients :Guild Mortgage Company

Thanks,

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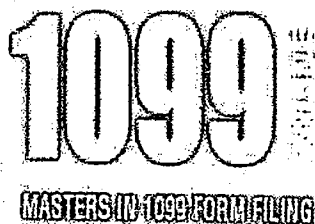
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1099Online Support <noreply@1099online.com>  
To: littorg1@gmail.com  
Cc: 1099Online Support <noreply@1099online.com>

Mon, Jul 25, 2022 at 5:36 AM



Call us at - 1-800-578-2290



**Accepted**

Dear Chemeka Alexander,

**Congratulations!** The IRS accepted your 1099 tax return.

You may download 1099 form anytime from our website, available in PDF format.

Reference Number :201563403

Payer Name :Alexander

Tax Year :2021

Form Name :1099-A

Recipients :Guild Mortgage Company

Thanks,  
1099online.com Support.

You can access your account any time at: <http://www.1099online.com>

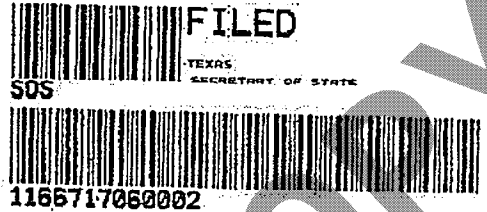
Please print this email for your future records.

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**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

22-0038337513  
08/01/2022 05:00 PM



**A. NAME & PHONE OF CONTACT AT FILER (optional)**

**B. E-MAIL CONTACT AT FILER (optional)**

**C. SEND ACKNOWLEDGMENT TO: (Name and Address)**

c/o Chemeka-N: Alexander  
17112 Nulakewest Ct  
Houston, Texas [77044]

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

**1a. ORGANIZATION'S NAME**  
**GUILD MORTGAGE COMPANY**

OR

**1b. INDIVIDUAL'S SURNAME**

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**1c. MAILING ADDRESS**  
**5887 COPLEY DRIVE**

CITY <b>SAN DIEGO</b>	STATE <b>CA</b>	POSTAL CODE <b>92111</b>	COUNTRY <b>US</b>
--------------------------	--------------------	-----------------------------	----------------------

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

**2a. ORGANIZATION'S NAME**  
**McCARTHY & HOLTHUS LLC**

OR

**2b. INDIVIDUAL'S SURNAME**

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**2c. MAILING ADDRESS**  
**1255 WEST 15th STREET, SUITE 1060**

CITY <b>PLANO</b>	STATE <b>TX</b>	POSTAL CODE <b>75075</b>	COUNTRY <b>US</b>
----------------------	--------------------	-----------------------------	----------------------

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

**3a. ORGANIZATION'S NAME**

OR

**3b. INDIVIDUAL'S SURNAME**  
**Alexander**

FIRST PERSONAL NAME <b>Chemeka</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>N</b>	SUFFIX

**3c. MAILING ADDRESS**  
**17112 Nulakewest Ct**

CITY <b>Houston</b>	STATE <b>TX</b>	POSTAL CODE <b>77044</b>	COUNTRY <b>USA</b>
------------------------	--------------------	-----------------------------	-----------------------

4. COLLATERAL: This financing statement covers the following collateral:  
**LOT 13, BLOCK 2, WATERS EDGE SEC.15, A SUBDIVISION IN HARRIS COUNTY, TEXAS; ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO.659214 OF THE MAP AND OR PLAT RECORDS, HARRIS COUNTY, TEXAS, 17112 NULAKEWEST CT. HOUSTON, TEXAS [77044], (NOTE) DRAFT, IN THE AMOUNT OF \$286,150 + interest, Paid to: GUILD, by depositing the draft note the loan which had not been advanced by the (debtor) was paid; therefor there cannot be a "holder-in-due-course" of the NOTE if it has already been paid. Depositing the note, in effect, cancels the note because Guild was paid cash receipts for the deposit, and no receipt was given back to creditor nor was the account credited for the deposit. Guild Mortgage Company did not follow CAAP in order to reflect the corresponding liability for the asset that they deposited, which made the note balance zero. Guild Mortgage owes the creditor for the asset in which was deposited, the unjust enrichment and credit usage for household goods. Guild sold the unregistered note and the transferee/assignee of the note carries the note on their books as an "account receivable" to be collected by mortgagor, and thinking they are the "holder in due course" of the note, which is impossible. The new possessor of the note, has no security interest and cannot claim foreclosure on the note. Actual / Constructive Notices demanding performance were issued resulting in Non-Compliance, an Estoppel by Acquiescence has been issued File # 1474978 Harris County, Texas record**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  Public Finance Transaction  Manufactured Home Transaction  A Debtor is a Transferring Utility   being administered by a Decedent's Personal Representative

7. ALTERNATIVE DESIGNATION (if applicable):  Lessor/Lessee  Consignor/consignee  Seller/Buyer  Bailor/Bailee  Licensor/Licensee

8. OPTIONAL FILER REFERENCE DATA:  
REF:FILE # 2022-209-0439-1

October 27, 2021

Sent Via U.S.P.S Certified Mail

To: Guild Mortgage Company  
Customer Service Department  
5887 Copley Drive  
San Diego, CA 92111

From: Chemeka Alexander  
17112 Nulakewest Ct.  
Houston, TX (77044)

**Re: Notice of Rescission (loan #232-2012543)**

**Property Address: 17112 Nulakewest Ct. Houston, TX 77044**  
**Loan No: 232-2012543**

Dear Guild Mortgage Company:

I am contacting you regarding the above-mentioned mortgage loan concerning the loan transactions which was entered into with Guild Mortgage on or about August 29, 2019. I hereby inform you that I rescind and cancel the MORTGAGE LOAN/DEED OF TRUST for fraudulent disclosure on this transaction and hereby exercise the right under and pursuant to the Federal Truth in Lending Act, 15 U.S.C. 1635, Regulation Z 226.23 but not limited to.

This Rescission is hereby based on provisions of Federal Truth in Lending Act, 15 U.S.C. 1635, Regulation Z 226.23 but not limited to.

**The security interest held is invalid to foreclose on my property and the tender requests by Guild Mortgage Company LLC, Michael Minicilli is not entitled to enforce this instrument.**  
Pursuant to the Regulation shall provide twenty days after receipt of this notice of rescission to

return to me all money paid and to take any action necessary or appropriate to reflect termination of the security interest.

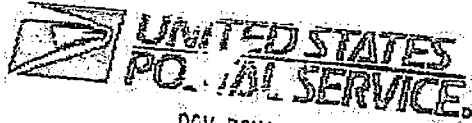
Pursuant to 15 U.S.C 1640(a) if GUILD MORTGAGE does not cancel the security interest and return all money paid with interest within 20 days of receipt of this letter, you will be responsible for actual and statutory damage. Pending the expiry of twenty days, I am still open to hear proposals.

Please be governed accordingly,

All Rights Reserved "Without Prejudice"

By: Chemeka N. Alexander

CHEMEKA N ALEXANDER



ROY, ROYALL  
4206 LITTLE YORK RD  
HOUSTON, TX 77016-9998  
(800)275-8777

08/17/2021 02:03 PM  
Product Qty Unit Price Price

PM Express 1-Day 1 \$26.35  
Flat Rate Env  
San Diego, CA 92111  
Flat Rate  
Signature Waiver  
Scheduled Delivery Date  
Wed 08/18/2021 06:00 PM  
Money Back Guarantee  
Tracking #:  
EJ884286220US  
Insurance  
Up to \$100.00 included \$0.00  
Total \$26.35

Grand Total: \$26.35  
Debit Card Remitted \$26.35

Card Name: VISA  
Account #: XXXXXXXXXXXX9847  
Approval #: 067845  
Transaction #: 055  
Receipt #: 046827  
Debit Card Purchase: \$26  
AID: A0000000980840  
AL: US DEBIT  
PIN: Verified

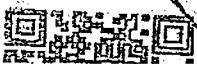
USPS is experiencing significant volume increases and availability may be limited due to COVID-19. We appreciate your patience.

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Extra Services & Fees (check box, add fee)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

0049  
15  
Postmark Here

Postage \$0.58  
Total Postage and Fees \$7.33

09/21/2021

Scripto  
Guild Customer Service Department  
5887 Copley Drive  
San Diego, CA 92111  
70203160000225143303

Return Receipt \$3.05  
Tracking #: 9590 9402 6581 1028 7679 37  
Total \$7.38

First-Class Mail® 1 \$0.58  
Letter  
San Diego, CA 92111  
Weight: 0 lb 0.80 oz  
Estimated Delivery Date  
Sat 09/25/2021  
Certified Mail® \$3.75

Tracking #: 70203160000225143334  
Return Receipt \$3.05  
Tracking #: 9590 9402 6581 1028 7679 75  
Total \$7.38

First-Class Mail® 1 \$0.58  
Letter  
San Diego, CA 92111  
Weight: 0 lb 0.80 oz  
Estimated Delivery Date  
Sat 09/25/2021  
\$3.75

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 San Diego, CA 92111

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Certified Mail Fee	\$3.75	0049
Extra Services & Fees (check box, add fee to postage)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$7.29	10/27/2021

Postmark: Here

Sent To: **Guild Mortgage Customer Service Department**  
 5887 Copley Drive  
 San Diego, CA 92111

Tracking #: 70210950000208213460

Return Receipt Tracking #: 9590 9402 6581 1028 7627 27 \$7.38

Total \$0.58

First-Class Mail® 1 Letter  
 San Diego, CA 92111  
 Weight: 0 lb 0.60 oz  
 Estimated Delivery Date: Fri 10/29/2021 \$3.75

Certified Mail® Tracking #: 70210950000208213460 \$3.05

Return Receipt Tracking #: 9590 9402 6581 1028 7627 27 \$7.38

Total \$14.76

Grand Total: \$14.76

Debit Card Remitted  
 Card Name: VISA  
 Account #: XXXXXXXXXXXXX9847  
 Approval #: 080609  
 Transaction #: 962  
 Receipt #: 055789  
 Debit Card Purchase: \$14.76  
 AID: A0000000980840 Chip  
 AL: US DEBIT  
 PIN: Verified

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Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit [www.usps.com](http://www.usps.com) USPS Tracking or call 1-800-222-8347.

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 San Diego, CA 92111

**OFFICIAL USE**

Certified Mail Fee	\$3.75	0049
Extra Services & Fees (check box, add fee to postage)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.58	
Total Postage and Fees	\$7.38	10/27/2021

Postmark: Here

Sent To: **Guild Mortgage Michael Minicilli**  
 5887 Copley Drive  
 San Diego, CA 92111

Tracking #: 70203160000224547225

Certified Mail® Tracking #: 70203160000224547225 \$3.05

Return Receipt Tracking #: 9590 9402 6440 9189 1551 02 \$7.38

Total \$0.58

First-Class Mail® 1 Letter  
 San Diego, CA 92111  
 Weight: 0 lb 0.60 oz  
 Estimated Delivery Date: Mon 11/01/2021 \$3.75

Certified Mail® Tracking #: 70203160000224547287 \$3.05

Return Receipt Tracking #: 9590 9402 6440 9189 1551 19 \$7.38

Total \$14.76

Grand Total: \$14.76

Debit Card Remitted  
 Card Name: VISA  
 Account #: XXXXXXXXXXXXX9847  
 Approval #: 080609  
 Transaction #: 962  
 Receipt #: 055789  
 Debit Card Purchase: \$14.76  
 AID: A0000000980840 Chip  
 AL: US DEBIT  
 PIN: Verified

USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit [www.usps.com](http://www.usps.com) USPS Tracking or call 1-800-222-8347.

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5221 4542 2000 DATE 0202

OFFICIAL USE



002L 4542 2420 0000 09TE 020L

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 San Diego, CA 92111

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Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee to Certified Mail Fee)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.98

Total Postage and Fees \$7.78

Postmark Here  
 DEC 07 2021  
 06348BY POSTI CRYSTI

Sent To  
 Guild Mortgage Co DADS  
 5878 Copley Drive  
 San Diego, CA 92111

012L 4542 2420 0000 09TE 020L

**U.S. Postal Service**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)  
 San Diego, CA 92111

**POSTAL USE**

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee to Certified Mail Fee)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.98

Total Postage and Fees \$7.78

Postmark Here  
 DEC 07 2021  
 053218 CROSBY P.O.

Sent To  
 Guild Legal To Michael Minicilli  
 5887 Copley Drive  
 San Diego, CA 92111

102L 4542 2420 0000 09TE 020L

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 San Diego, CA 92111

**POSTAL USE**

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee to Certified Mail Fee)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.98

Total Postage and Fees \$7.78

Postmark Here  
 DEC 07 2021  
 06348BY POSTI CRYSTI

Sent To  
 GUILD MORTGAGE CUSTOMER SERVICE  
 5887 Copley Drive  
 San Diego, CA 92111



CROSBY -  
137 HARE RD  
CROSBY, TX 77532-9998  
(800)275-8777

12/07/2021 03:09

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.98
Certified Mail®			\$3.75
Return Receipt			\$3.05
<b>Total</b>			<b>\$7.78</b>

San Diego, CA 92111  
 Weight: 0 lb 2.50 oz  
 Estimated Delivery Date  
 Mon 12/13/2021  
 Tracking #: 70203160000224547201  
 Return Receipt Tracking #: 9590 9402 5440 9189 1551 88

First-Class Mail® Letter	1		\$0.98
Certified Mail®			\$3.75
Return Receipt			\$3.05
<b>Total</b>			<b>\$7.78</b>

San Diego, CA 92111  
 Weight: 0 lb 2.40 oz  
 Estimated Delivery Date  
 Mon 12/13/2021  
 Tracking #: 70203160000224547218  
 Return Receipt Tracking #: 9590 9402 5440 9189 1551 71

First-Class Mail® Letter	1		\$0.98
Certified Mail®			\$3.75
Return Receipt			\$3.05
<b>Total</b>			<b>\$7.78</b>

San Diego, CA 92111  
 Weight: 0 lb 2.40 oz  
 Estimated Delivery Date  
 Mon 12/13/2021  
 Tracking #: 70203160000224547300  
 Return Receipt Tracking #: 9590 9402 5440 9189 1551 26

**Grand Total:** \$23.34  
 Debit Card Remitted Card Name: VISA

DUPLICATE



UNITED STATES  
POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

Name and Address of Sender  
**Cherneka Alexander**  
1711 a Mulakewest Ct.  
Houston, Texas [77044]

USPS Tracking/Article Number

Check type of mail or service

Adult Signature Required

Adult Signature Restricted Delivery

Certified Mail

Certified Mail Restricted Delivery

Collect on Delivery (COD)

Insured Mail

Priority Mail

Priority Mail Express

Registered Mail

Return Receipt for Merchandise

Signature Confirmation

Signature Confirmation Restricted Delivery

Addressee (Name, Street, City, State, & ZIP Code™)

Customer Site of Legal Dept.  
Michael Luciani  
5587 Copley Dr.  
San Diego, CA 92111

Postage (Extra Service) Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender COD

ASR Fee

ASRD Fee

RD Fee

RR Fee

SC Fee

SCRD Fee

SH Fee

Handling Charge - if Registered and over \$50,000 in value

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

Special Handling

Affix Stamp Here  
(for additional copies of this receipt,  
Postmark with Date of Receipt.)

1. Priority Mail Express (PME)  
Tracking # (91172) received 8/18/21  
E083428622045

2. Certified mail/Signature Required  
Tracking # sent 9/18/21 received 9/18/21  
7030316000 0235143303

3. Certified Mail Signature Required  
Tracking # sent 9/18/21 received 9/18/21  
7030316000 0235143303

4. Certified Mail Signature Required  
Tracking # sent 9/18/21 received 9/18/21  
7030316000 0235143310

5. Certified Mail Signature Required  
Tracking # sent 9/18/21 received 9/18/21  
7030316000 0235143327

6. Certified Mail Signature Required  
Tracking # sent 9/18/21 received 9/18/21  
7030316000 0235143327

7. Certified Mail Signature Required  
Tracking # sent 9/18/21 received 9/18/21  
7030316000 0235143327

8. Certified Mail Signature Required  
Tracking # sent 9/18/21 received 9/18/21  
7030316000 0235143327

Total Number of Pieces Listed by Sender: Received at Post Office

EXHIBIT D

Proof of void unenforceable contract

MERS Release of Lien from 2019 recorded by request of MT Bank

Proof of Power of Attorney-in-Fact filed in Harris County Record

Complaint Filed with Attorney General

MERS system records of Warehousing

MERS System Record of sale to Fannie Mae TRUST in 2019

Proof of Letter declaring sale from Guild Mortgage Company to Penny  
Mac

Proof of Letter declaring sale from Penny Mac and purchase of the  
Intangible Obligation by the Fannie Mae Trust 2019-60

Fannie Mae REMIC TRUST Prospectus Supplement

Financing Statement filed in County Recorder's Office by Chemeka  
Alexander

Signed Draft Note Sent by Guild Mortgage Company  
with un-named payee

Recording Requested By:  
M&T BANK.

When Recorded Return To:

M&T BANK  
4TH FLOOR-LIEN RELEASE DEPT.  
PO BOX 5178  
BUFFALO, NY 14240-9886

**RELEASE OF LIEN**

M&T BANK #0101792687 "JOHNSON SR" Lender ID: Q93/0215935532 Harris, Texas  
MIN #: 101237604001453372 SIS #: 1-888-679-8377

KNOW ALL MEN BY THESE PRESENTS that, for value received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ITS SUCCESSORS AND ASSIGNS holder of the Deed of Trust, whose parties, dates and recording information are below, does hereby acknowledge full payment and satisfaction of the same, and in consideration thereof, does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust in Harris County, State of Texas.

Original Borrower: ANTONIO T. JOHNSON SR. AND YULECIA N. JOHNSON, HUSBAND AND WIFE  
Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR LOANDEPOT.COM, LLC DBA IMORTGAGE ITS SUCCESSORS AND ASSIGNS  
Dated: 12/30/2016 Recorded: 01/04/2017 in Book/Reel/Liber: N/A Page/Folio: N/A as Instrument No.: RP-2017-3382

Legal Description: As Referenced on Original Recorded Document

Property Address: 17112 NULAKWEST CT., HOUSTON, TX 77044

IN WITNESS WHEREOF, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ITS SUCCESSORS AND ASSIGNS, whose address is PO BOX 2026, FLINT, MI 48501-2026, by the officer duly authorized, has duly executed the foregoing instrument.

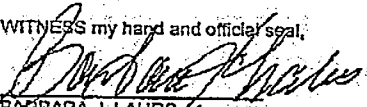
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ITS SUCCESSORS AND ASSIGNS  
On September 11th, 2019

By:   
Susan M. Portis, Assistant Secretary

STATE OF New York  
COUNTY OF Erie

On the 11th day of September in the year 2019 before me, the undersigned Notary Public in and for said State, personally appeared Susan M. Portis, Assistant Secretary, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

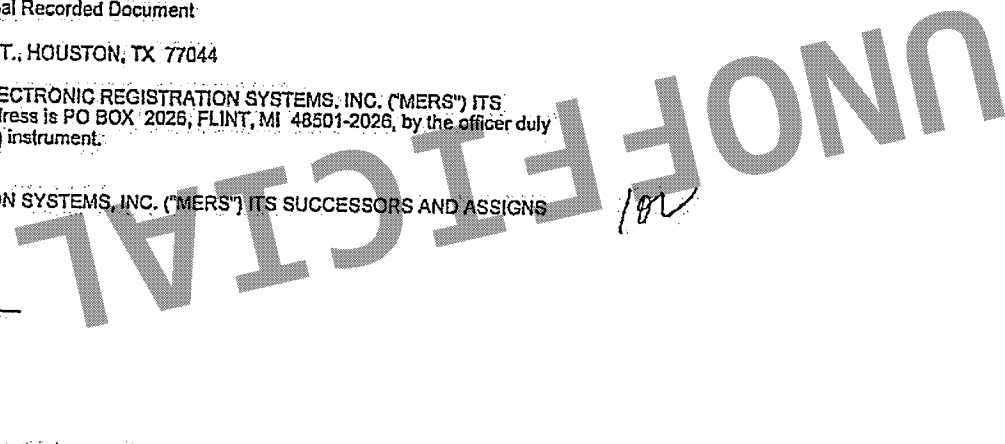
WITNESS my hand and official seal:

  
BARBARA J. LAHRS  
Notary Public State of New York  
Expires: 09/30/2022 #01LA6081203  
Qualified in Erie County

BARBARA J LAHRS  
NOTARY PUBLIC STATE OF NEW YORK  
ERIE COUNTY  
LIC. #01LA6081203 22  
COMM. EXP. September 30, 2022

(This area for notarial seal)

RP-2019-413150



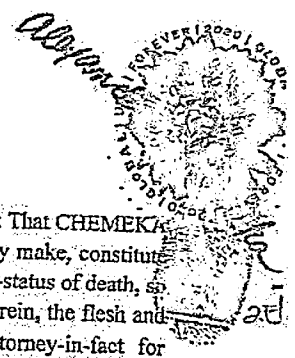
Rel  
2

3  
PA  
D/S



Flesh and Bone Likeness

# Precedent; Power of Attorney-in-fact; For-Public-and-Private-For-Notice-and-Claim



Notice, Preemption Claim, Here ye, hear ye, hear ye, Know All Men by These Presents: That CHEMEKA N ALEXANDER, the Debtor, corporate entity, and 'ens legis,' the undersigned, hereby make, constitute and appoints in proper form by proper name display, to show status of living, and a non-status of death, so be it, hereby known as Alexander, Chemeka N; also to be known as Ms. Alexander herein, the flesh and blood woman, a living soul, the Consumer-in-fact, as the true and lawfully Attorney-in-fact for CHEMEKA N ALEXANDER and in my corporate capacity that of which I have created or been a part of for record, place and stead and for my personal and commercial use and benefit, notice as I the precedent; Power of Attorney-in-fact; For-Public-and-Private-For-Notice-and-Claim, I demand all bailment for set-off, recoupment, and counter-claim, the following be a declaration with witness and I come in good faith, clean hands, without ambiguity:

RP-2021-590453  
10/13/2021 RP1 \$25.00

- 1 Notice not limited to, I now claim nunc pro tunc to being the true power of attorney-in-fact, and I am to ask, demand, request, file, file suit, recover, register, collect and receive not limited to each and every sum of functional currency, payment, money, credit, account legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable or dischargeable) belonging to or accepted or claimed by me, or presented to the D-E-B-T-O-R; CHEMEKA N ALEXANDER, (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefore; together with the right not limited to and power to settle, compromise, compound and or discharge any claim or initiate any administrative claim for damages or make any necessary demands;
- 2 Notice, that to exercise any or all of the following powers not limited to, as to all kinds of personal property, private property and any property, goods, wares and merchandise, chooses in action and other property in possession or where a security interest is established and to or in other actions;
- 3 Notice, that to secure not limited to by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts for fine, fee, or tax where necessary, to cause the commercial adjustment of any such account held open against the D-E-B-T-O-R; CHEMEKA N ALEXANDER to use where necessary not limited to any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above on my behalf;
- 4 Notice, any and all bankers, I am to open not limited to, any Checking, Savings, etc., accounts whereupon being 'closed,' are to discharge any fines, fees, taxes and debts via adjustment and set-off; I notice that the UNITED STATES is a bankrupt service company or derivative thereof, never the less I am a creditor to any bankrupt UNITED STATES by them UNITED STATES (STATE OF TEXAS or any state, State, STATE, estate) using my likeness, in any form for functional currency, so be it;
- 5 Notice not limited to create, amend, supplement and or terminate any trust or the RES created by the government (District of Columbia), or any EIN entity, or government and ratified or exercised in any manner by any other State, any and all derivatives thereof, therefor, thereto, perpetually;
- 6 Notice not limited to request, retrieve, file, submit, or otherwise, any papers on my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign, autograph, attest, affirm, acknowledge, not limited to my legal corporate name as my act and deed, to execute and deliver same for any redress or remedy, claim, suit or otherwise, so be it, and;
- 7 Notice, Giving and Granting, unto my said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about all matters as fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney-in-fact shall be applicable to all real property and private property, personal property or interest therein now owned or hereinafter acquired by me as the 'ENS LEGIS and wherever situate, and as evidenced by a filed security interest;
- 8 Notice, My said Attorney-in-fact; Alexander, Chemeka N. is empowered hereby to determine in her sole discretion the time, purpose for and manner in which any power herein conferred upon her shall be exercised, and the conditions, provisions and covenants of any instrument(s) or document(s) which may

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Flesh and Bone Likeness

### Precedent; Power of Attorney-in-fact; For-Public-and-Private-For-Notice-and-Claim

be executed by her pursuant hereto; and in the acquisition or distribution of real, personal or private property, my said Attorney-in-fact shall have exclusive power to fix the terms or amounts thereof for cash; funds, credit and/or affecting all property, including rights, titles, interest to same and if on/for credit - with or without security;

9 Notice, that, when the context so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers includes the plural;

10 Notice that I also maintain all medical power of attorney and any power of attorney to speak as the living woman, notice I am not a juristic person, nor an artificial person, I am living, and for commercial purposes I am to be separate from any quasi, fictional actions, as I am living and no man has jurisdiction over my body, so be it, no man has jurisdiction over my mind, no man has jurisdiction over my choices, nor over my health and wealth as these fundamental points are to be honored and all must remain arms, legs, length distance from any physical acts, and I shall do the same, and all shall come in good faith, clean hands, in-context, and without ambiguity, so be it, and;

11 Notice, pursuant to 28 USC 1746(1) and executed "without the United States," I affirm under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, to the best of my belief and informed knowledge. Further This Affiant Saith Not;

12 Notice an unlawful rebuttal to this affidavit will be evidence of a tacit acquiescent agreement with and by all parties in receipt or by proof of mail delivery of this herein document and this document is for the benefit of the original creditor, creator, precedent by foot print and to be known as the president, chief executive officer, principal, administrator, chief judge, Tribunal witness by hands, and coming present, by way of hand now here to settle all matters and actions of and for construction, construction of contracts, nunc pro tunc, closed matter for proceeding, dated: October 13, 2021 ;

13 Notice power of attorney-in-fact will be transferred to Ms. Khailah Davis acting for KHAILAH A DAVIS/estate, in the event that I Ms. Alexander acting for CHEMEKA N ALEXANDER am incapacitated or in a state in which I cannot speak, write, nor act for the benefit of CHEMEKA N ALEXANDER any and all derivatives and creations from Ms. Alexander the same, so be it, and;

14 Notice this matter now presented is closed for dispute, and be herein be for the full settlement of account, for the full satisfaction of claim, complaint-countered, and herein presented as the petitioner, by I the original creator, consumer, creditor, verified Authorized Representative by counter-claim for CHEMEKA N ALEXANDER, so be it, and;

15 Notice this power of attorney document is for Notice and Claim

CNA "Exhibit 1" which is a true and exact copy of an "Affidavit; Notice one; Presentment by Affidavit of Status for Consumer Private Right of Action; Notice and Preemption Claim;" from the presumptions & claims made, this attached notice in turn is a counter-claim; Notice

CNA "Exhibit 2" is a true and exact copy of an "Affidavit Fact All Debts on Account(s) Are Prepaid" witnessed; Notice

CNA "Exhibit 3" is a true exact copy of my notice and demand with definitions, so that no confusion occurs for any matter proceeding, nunc pro tunc, so be it;

CNA "Exhibit 4" is a true exact copy of the fee schedule, security agreement and collateral on record or to be recorded here for any and all violations nunc pro tunc, meaning now for then, in the event I, Ms. Alexander have been damaged from the miss usage of DEBTOR; CHEMEKA N ALEXANDER any and all derivatives thereto or any and all derivatives for any physical or property damage to me the living and my possessions;

16 Notice that this 3 page document titled "Precedent; Power of Attorney-in-fact; For-Public-and-Private-For-Notice-and-Claim" is to be combined as a whole connected in nature with exhibit 1 and

RECORDER'S MEMORANDUM  
Exhibit(s) Not Attached.



Precedent; Power of Attorney-in-fact; For-Public-and-Private-For-Notice-and-Claim

exhibit 2, and exhibit 3, though not limited to other exhibits, also notice that anything created from the actions of and from my Ms. Alexander arrival, in which initiated the creation of CHEMEKA N ALEXANDER must be returned and not limited to all "accounts rendered", all "trades" must stop by "call" and "put" for all "options" past, present, and futures, and all "bailment" must be "retrieved" and all "equity", "interest", "value", "consideration", any and all derivatives for "gains", "enrichment", "consideration", "investment", any and all must be rewarded by full value and issued with protection in functional currency and notice that any form of restitution or reward must be made out and written to the name CHEMEKA N ALEXANDER;

17 Notice, The following statements are for witness to the actions and events on record by this here record of events documented for the paramount use of CHEMEKA N ALEXANDER, and any certified document created on or after January 9th, 1981 as and that any and all controlling interest and orders be given to and obtained by this power of attorney-in-fact and to be used in perfect harmony with the public and private sectors to settle and quash any and all matters proceeding without recourse to the living woman called Ms. Alexander or known by proper name Alexander, Chemeka N for CHEMEKA N ALEXANDER, any and all derivatives thereto; CHEMEKA NECOLE ALEXANDER, ALEXANDER CHEMEKA N, so be it, and;

Witness this entire document as my declaration precedent notice, with my right thumb print and picture for identifying purposes above and below on this 13th day of October, 2021.

Debtor's Name: CHEMEKA N ALEXANDER

By print debtor name: CHEMEKA N ALEXANDER

Autographed by Attorney-in-fact/Grantor/Consumer/President-all rights claimed and retained

By: Chemeka N Alexander Seal of Man-right-thumb-print Chemeka N Alexander - Authorized Representative All Rights Reserved UCC 1-103.67-308

Thank you, kind regards, in witness of evidence supporting fact that I am the paramount controller for CHEMEKA N ALEXANDER, as the master, original creator, consumer, executor, administrator

By: Khailah Davis First Witness, Matt 18:16; N/A if not needed, Print Name: Khailah Davis

By: Asia Davis Second Witness, Matt 18:16; N/A if not needed, Print Name: Asia Davis

By: Janet B. Alexander Third Witness, Matt 18:16; N/A if not needed, Print Name: Janet B. Alexander

Cited, for personal use and witness, the version of Matthew 18:16-17 1599 Geneva Bible (GNV) 16 But if he hears thee not, take yet with thee one or two, that by the mouth of two or three witnesses, every word may be confirmed. 17 And if he refuses to hear them, tell it unto the Church: and if he refuses to hear the Church also, let him be unto thee as a heathen man, and a Publican. Return To:

STATE OF TEXAS / Texas Republic } Chemeka N Alexander ✓ } s.a. P.O. BOX 11581 } COUNTY OF HARRIS / Harris County } Houston, TX 77293

I, JEREMIAH CASH, a Notary public, in and for said County in said State, hereby certify that CHEMEKA N ALEXANDER, debtor, whose name as consumer (here state representative capacity) is signed to the foregoing conveyance and who is acknowledged before me on this day that, being informed of the contents of the conveyance, her, in her capacity as such consumer, executed the same voluntarily on the day the same bears date. Given under my hand this 13th day of October, 2021 October.

(Seal) & (Signature of notarial officer) JEREMIAH CASH Notary ID #131976968 My Commission Expires April 16, 2022 Title: Banker, Chase Bank My commission expires: April 10, 2023

RECORDER'S MEMORANDUM: At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.



**KEN PAXTON**  
ATTORNEY GENERAL OF TEXAS

November 17, 2022

CHEMEKA ALEXANDER  
17112 NULAKEWEST CT  
HOUSTON TX 77044

Re: Guild Mortgage Company Complaint No: CGS-343564

Dear Chemeka Alexander:

Thank you for your recent correspondence regarding a possible violation of consumer protection laws. Consumer complaints help us monitor trends and assist in determining enforcement priorities as we work to protect Texans from deceptive business practices.

We will review the information that you have provided, and will contact you if we need additional information. Otherwise, you will not receive further communication from this office regarding your complaint. We do not represent individuals in personal civil matters, and thus cannot take direct action on every complaint.

Your information will be kept in our files to be used to help us monitor trends in business practices and determine priorities in our enforcement efforts. In matters of statewide significance, or when substantive evidence indicates that a person or business is engaging in widespread violations of Texas law, the Attorney General may take action on behalf of the collective legal interests of the people of this state.

We appreciate your time and interest in preventing consumer law violations and in protecting Texas consumers. We rely on citizens like you to help us enforce the Deceptive Trade Practices Act and other consumer protection laws.

Consumer Protection Division  
Office of the Attorney General



**MIN Summary**

**Summary**

MIN	1000199-2322012543-9
MIN Status	Active (Registered)
Address	17112 NULAKE WEST CT HOUSTON, TX 77044
MOM Indicator	MOM
Lien Type	First Lien
Reg Date	08/30/2019
County/Place	Harris County
Owner Occupied	Yes
Primary Borrower	ALEXANDER, CHEMEKA
SSN	XXX-XX-XXXX
Note Amount	\$286,150.00
Note Date	08/29/2019
Pool Number	N/A
Investor Loan Number	N/A
Securitization	N/A
Servicer	1000199 - Guild Mortgage Company LLC
Subservicer	N/A
Investor	1000199 - Guild Mortgage Company LLC
Interim Funder	N/A
Originating	1000199 - Guild Mortgage Company LLC

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Description	Date	Initiating Organization / User	Milestone Information
Transfer of Flow TOS/TOB Servicing Rights	09/26/2019	1000199 Batch Guild Mortgage Company LLC	MIN Status: Active (Registered) New Servicer: 1009313 PennyMac Corp. OldServicer: 1000199 Guild Mortgage Company LLC Batch Number: 19931632 Sale Date: 09/24/2019 Transfer Date: 09/24/2019
Release Interim Funder Interests	09/25/2019	1002354 Batch US Bank National Association (Warehouse)	MIN Status: Active (Registered) OldInterim Funder: 1002354 US Bank National Association (Warehouse)
Registration	08/30/2019	1000199 Batch Guild Mortgage Company LLC	MIN Status: Active (Registered) Servicer: 1000199 Guild Mortgage Company LLC

UNOFFICIAL COPY



P.O. BOX 514387  
LOS ANGELES, CA 90051-4387

Notice Date: September 25, 2019

Loan Number: 8027010701  
Property Address:  
17112 NULAKE W CT  
HOUSTON TX 77044

381698 0.368 0925 24562 49587 1/1 BIN:0



CHEMEKA ALEXANDER  
17112 NULAKE WEST CT  
HOUSTON TX 77044-1478

Notification of Assignment, Sale or  
Transfer of Your Mortgage Loan

No Action Is Required On Your Part



**ABOUT YOUR LOAN**

The purpose of this notice is to inform you that your mortgage loan referenced above was sold to PENNYMAC CORP. ("Creditor") on September 24 2019. The Creditor's information is below:

**Creditor Information:** PENNYMAC CORP. at 3043 TOWNSGATE RD, STE 300 WESTLAKE VILLAGE CA 91361, (818) 224-7442.

Your servicer will be PennyMac Loan Services, LLC ("PennyMac"). This letter will provide you with information on how to contact PennyMac who has the authority to act on behalf of the Creditor.

**WHAT YOU SHOULD DO**

This letter does not require any action to be taken on your part. It is simply a courtesy notice regarding the assignment, sale, or transfer of your mortgage loan. All correspondence and inquiries concerning your loan should be addressed to PennyMac. It is also important that you send your monthly loan payments directly to PennyMac at the address noted below and on your monthly statement.

**Partial Payments**

The Creditor may accept payments that are less than the full amount due (partial payments) and apply them to your loan; or hold the partial payment in a separate (suspense) account until you pay the rest of the payment, and then apply the full payment to your loan. If this loan is sold, your new lender may have a different policy.

**WHAT THIS MEANS**

The transfer of mortgage loans is a standard part of the mortgage business for many of the nation's mortgage lenders. The transfer of your mortgage loan to the Creditor does not affect any terms or conditions of the Mortgage/Deed of Trust or Note and has not been publicly recorded.

**WE APPRECIATE YOUR BUSINESS**

Below is your servicer's contact information. Please contact PennyMac with any questions you may have regarding this notice.

**Servicer:**

PennyMac Loan Services  
3043 Townsgate Rd, Suite 200, Westlake Village, CA 91361  
P.O. Box 30597 Los Angeles, CA 90030-0597  
(800) 777-4001  
www.PennyMacUSA.com

**Address for sending payments:**

**Toll-free telephone number for inquiries:**

**Website:**

Toll-Free: (800) 777-4001

M - F 8:00 AM - 6:00 PM PT  
SAT 7:00 AM - 11:00 AM PT  
Toll-Free Fax: (866) 577-7205

Website: [www.PennyMacUSA.com](http://www.PennyMacUSA.com)

**Secure Messaging Online:**  
Create an account and/or log in to  
<http://www.PennyMacUSA.com>,  
then look for the Secured Message  
Center to communicate with us securely.

**Payments:**

**Standard Address:**  
P.O. Box 30597  
Los Angeles, CA 90030-0597  
**Overnight Address:**  
Attn: Lockbox Operations  
20500 Belshaw Ave.  
Carson, CA 90746  
(Please do not send correspondence)

**Correspondence:**

Attn: Correspondence Unit  
P.O. Box 514387  
Los Angeles, CA 90051-4387  
(Please do not send payments)



Fannie Mae

October 10, 2019

Chemeka N Alexander  
17112 Nulake West Ct  
Houston, TX 77044-1478



## Notification of Assignment, Sale or Transfer of Your Mortgage Loan

The ownership of your first lien mortgage loan on 17112 NULAKE WEST CT, with an original principal balance of \$286,150.00 has been transferred by PennyMac Corp. to Fannie Mae. This transfer was effective as of 10/01/2019. Fannie Mae is a government-sponsored enterprise chartered by Congress. We do not make mortgage loans but instead provide funds to lenders by purchasing the mortgage loans they make.

The assignment, sale or transfer of the mortgage loan does not affect any term or condition of the Mortgage, Deed of Trust or Note. The transfer of ownership of your mortgage loan to Fannie Mae has not been publicly recorded.

Fannie Mae does not service your loan. It is important that your monthly payments be sent directly to your servicer and not to Fannie Mae. All correspondence and inquiries concerning your mortgage loan should be addressed to your servicer. The servicer has authority to act on our behalf with regard to the administration of your mortgage loan and respond to any questions about your mortgage loan.

The servicer of your mortgage loan is PENNYMAG CORP.. You may contact your servicer by mail at PO BOX 514387, LOS ANGELES, CA, 90051 or by calling 1-866-586-9210. Your servicer may also have a website with information that will be helpful to you. In the unlikely event you find it necessary to contact Fannie Mae, you may write us at 13100 Worldgate Drive, Herndon, Virginia 20170, Attn: Single Family Operations, or you may telephone us at 1-800-2FANNIE (1-800-232-6643).

**Partial Payments.** If you make a payment that is less than the full amount due for your regularly scheduled monthly payment ("partial payment"), your servicer:

- (1) May accept a partial payment and apply it to your loan,
- (2) May accept a partial payment and hold it in a separate account until you pay the rest of the payment, and then apply the full payment to your loan, or
- (3) May not accept any partial payments.

If your loan is sold, your new lender (and/or servicer) may have a different policy. If you have specific questions regarding the acceptance of partial payments, please contact your servicer.

Please do not send mortgage payments to Fannie Mae. Payments received by Fannie Mae may be returned to you and this may result in late charges and your account becoming past due. Fannie Mae is not responsible for late charges or other consequences of misdirected payments.

No one is authorized to give information or to make representations in connection with the Certificates other than the information and representations contained in or incorporated into this Prospectus Supplement and the additional Disclosure Documents. We take no responsibility for any unauthorized information or representation. This Prospectus Supplement and the additional Disclosure Documents do not constitute an offer or solicitation with regard to the Certificates if it is illegal to make such an offer or solicitation to you under state law. By delivering this Prospectus Supplement and the additional Disclosure Documents at any time, no one implies that the information contained herein or therein is correct after the date hereof or thereof.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved the Certificates or determined if this Prospectus Supplement is truthful and complete. Any representation to the contrary is a criminal offense.

\$1,403,014,206



Fannie Mae

Guaranteed REMIC  
Pass-Through Certificates

Fannie Mae REMIC Trust 2019-60

PROSPECTUS SUPPLEMENT

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MORGAN STANLEY

September 25, 2019

\$1,403,014,206



Fannie Mae

Guaranteed REMIC Pass-Through Certificates  
Fannie Mae REMIC Trust 2019-60

**The Certificates**

We, the Federal National Mortgage Association (Fannie Mae), will issue the classes of certificates listed in the chart on this cover.

**Payments to Certificateholders**

We will make monthly payments on the certificates. You, the investor, will receive:

- interest accrued on the balance of your certificate (except in the case of the accrual classes), and
- principal to the extent available for payment on your class.

We will pay principal at rates that may vary from time to time. We may not pay principal to certain classes for long periods of time.

**The Fannie Mae Guaranty**

- We will guarantee that required payments of principal and interest on the certificates are available for distribution to investors on time.

**The Trust and its Assets**

The trust will own:

- UMBS backed by first lien, single-family fixed-rate loans,
- Fannie Mae MBS (Non-UMBS) backed by first lien, single-family fixed-rate loans, and
- Fannie Mae MBS (Non-UMBS) backed by first lien, single-family adjustable-rate loans.

Class	Group	Original Class Balance	Principal Type(1)	Interest Rate	Interest Type(1)	CUSIP Number	Final Distribution Date
A(2) ..	1	\$ 162,893,000	SEQ	3.00%	FIX	3136B6TL7	November 2042
VA ....	1	23,525,000	SEQ/AD	3.00	FIX	3136B6TM5	February 2031
VB ...	1	24,296,000	SEQ/AD	3.00	FIX	3136B6TN3	October 2039
Z .....	1	58,404,000	SEQ	3.00	FIX/Z	3136B6TP8	October 2049
FA(2) .	2	20,485,990	PT	(3)	FLT	3136B6TQ6	October 2049
SA(2) .	2	20,485,990(4)	NTL	(3)	INV/IO	3136B6TR4	October 2049
FB(2) .	2	17,377,113	PT	(3)	FLT	3136B6TS2	October 2049
SB(2) .	2	17,377,113(4)	NTL	(3)	INV/IO	3136B6TT0	October 2049
FC(2) .	2	30,208,053	PT	(3)	FLT	3136B6TU7	October 2049
SC(2) .	2	30,208,053(4)	NTL	(3)	INV/IO	3136B6TV5	October 2049
FD(2) .	2	12,960,905	PT	(3)	FLT	3136B6TW3	October 2049
SD(2) .	2	12,960,905(4)	NTL	(3)	INV/IO	3136B6TX1	October 2049
KA(2) .	2	111,137,000	PAC/AD	2.50	FIX	3136B6TY9	February 2049
KZ(2) .	2	2,746,000	PAC/AD	2.50	FIX/Z	3136B6TZ6	October 2049
ZA(2) .	2	21,170,440	SUP	2.50	FIX/Z	3136B6UA9	October 2049
YA ...	3	52,245,706	PT	2.50	FIX	3136B6UB7	October 2049
FY ....	3	52,245,705	PT	(3)	FLT	3136B6UC5	October 2049
SY ....	3	52,245,705(4)	NTL	(3)	INV/IO	3136B6UD3	October 2049
LA ...	4	79,820,049	PT	2.50	FIX	3136B6UE1	October 2049
FL(2) .	4	47,892,029	PT	(3)	FLT	3136B6UF8	October 2049
SL ....	4	47,892,029(4)	NTL	(3)	INV/IO	3136B6UG6	October 2049

(Table continued on next page)

If you own certificates of certain classes, you can exchange them for certificates of the corresponding RCR classes to be delivered at the time of exchange. The AE, AI, AD, AC, AB, AG, AH, KE, KI, KG, KH, KJ, DE, DI, DG, DH, DJ, FH, SH, SJ, ZD, KB, DB, F and HB Classes are the RCR classes. For a more detailed description of the RCR classes, see Schedule 1 attached to this prospectus supplement and "Description of the Certificates-Combination and Recombination-RCR Certificates" in the REMIC prospectus.

The dealer will offer the certificates from time to time in negotiated transactions at varying prices. We expect the settlement date to be September 30, 2019.

Carefully consider the discussion under "Risk Factors" in the REMIC prospectus and under "Additional Risk Factors" in this prospectus supplement. Unless you understand and are able to tolerate these risks, you should not invest in the certificates.

You should read the REMIC prospectus as well as this prospectus supplement.

The certificates, together with interest thereon, are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any agency or instrumentality thereof other than Fannie Mae.

The certificates are exempt from registration under the Securities Act of 1933 and are "exempt securities" under the Securities Exchange Act of 1934.

MORGAN STANLEY

The date of this Prospectus Supplement is September 25, 2019

Loan No: 232-2012543  
Borrower: CHEMEKA N ALEXANDER

Data ID: 842

## NOTE

MIN: 100019923220125439

August 29, 2019

HOUSTON  
[City]

TEXAS  
[State]

17112 NULAKE WEST CT  
HOUSTON, TX 77044  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$286,150.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is GUILD MORTGAGE COMPANY. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.125%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on October 1, 2019. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2049, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 5898 COPLEY DRIVE, SAN DIEGO, CALIFORNIA 92111 or at a different place if required by the Note Holder.

Final Certified True and  
Correct Copy of Original

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01  
(Page 1 of 4 Pages)



UNOFFICIAL COPY



**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$1,386.83.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

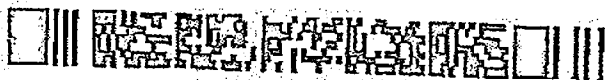
If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.



### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.



Loan No: 232-2012543

Data ID: 842

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Chemeka N. Alexander*  
CHEMEKA N ALEXANDER — Borrower

[Sign Original Only]

PAY TO THE ORDER OF

WITHOUT RECOURSE

GUILD MORTGAGE COMPANY

By:

*C. A. Ortiz*

C. A. Ortiz

Assistant Secretary

Guild Mortgage

(Printed Name and Title)

UNOFFICIAL COPY

Loan Originator Organization: GUILD MORTGAGE COMPANY

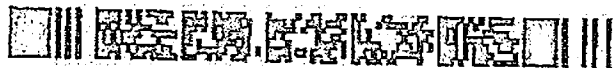
NMLSR ID: 3274

Individual Loan Originator: MICHELLE CASTLE

NMLSR ID: 231122

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01  
(Page 4 of 4 Pages)



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Fistm  
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RF-2022-463123  
09/14/2022 RP1 \$102.00

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

*Retv*  
c/o Chemeka-N: Alexander  
17112 Nulakewest Ct.  
Houston, Texas [77044]

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME  
**GUILD MORTGAGE COMPANY**

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS

**5887 COPLEY DRIVE**

CITY	STATE	POSTAL CODE	COUNTRY
<b>SAN DIEGO</b>	<b>CA</b>	<b>92111</b>	<b>US</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME  
**McCARTHY & HOLTHUS LLC**

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS

**1255 WEST 15th STREET, SUITE 1060**

CITY	STATE	POSTAL CODE	COUNTRY
<b>PLANO</b>	<b>TX</b>	<b>75075</b>	<b>US</b>

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S SURNAME  
**Alexander**

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
<b>Chemeka</b>	<b>N</b>	

3c. MAILING ADDRESS

**17112 Nulakewest Ct.**

CITY	STATE	POSTAL CODE	COUNTRY
<b>Houston</b>	<b>TX</b>	<b>77044</b>	<b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:  
**LOT 13, BLOCK 2, WATERS EDGE SEC.15, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO.659214 OF THE MAP AND OR PLAT RECORDS, HARRIS COUNTY, TEXAS, 17112 NULAKEWEST CT. HOUSTON, TEXAS [77044], (NOTE) DRAFT } IN THE AMOUNT OF \$286,150 + interest, Paid to: GUILD, by depositing the draft note the loan which had not been advanced by the (debtor) was paid, therefor there cannot be a "holder-in-due-course" of the NOTE if it has already been paid. Depositing the note, in effect, cancels the note because Guild was paid cash receipts for the deposit, and no receipt was given back to creditor nor was the account credited for the deposit. Guild Mortgage Company did not follow GAAP in order to reflect the corresponding liability for the asset that they deposited, which made the note balance zero. Guild Mortgage owes the creditor for the asset in which was deposited, the unjust enrichment and credit usage for household goods. Guild sold the unregistered note and the transferee/assignee of the note carries the note on their books as an "account receivable" to be collected by mortgagor and thinking they are the "holder in due course" of the note, which is impossible. The new possessor of the note, has no security interest and cannot claim foreclosure on the note. Actual / Constructive Notices demanding performance were issued resulting in Non-Compliance, an Estoppel by Acquiescence has been issued File # 1474928 Harris County, Texas record**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmuting Utility  Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignor/Consignor  Seller/Buyer  Bailor/Ballor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
REF FILE # 2022-209-0439-1 & 22-0038331513