

CROSS COLLATERALIZATION AGREEMENT

This Agreement is entered as of September __, 2022, by and among The Law Office of Anthony S. Muharib, PLLC, a Texas professional limited liability company ("Law Office"), NICWIL, LLC, a Texas limited liability company ("NICWIL"), Right Off St. Clair, LLC, a Texas limited liability company ("St. Clair") and ZeusLending.com ("Lender"), whose address is 3104 Edloe Street, Suite 210, Houston, Texas 77027. As used herein "Borrower" means any of Law Office, NICWIL, and St. Clair, and "Borrowers" means all of Law Office, NICWIL, and St. Clair.

WHEREAS, each of Law Office, NICWIL, and St. Clair is owned and controlled by Anthony S. Muharib ("Muharib"), and each of them borrowed money from Lender, each of which loans is secured by a lien against real property owned by the Borrower in question; and

WHEREAS, Law Office is in default with respect to at least two loans made to Law Office by Zeus and transferred to Zeus' affiliate, New York Mutual, LLC ("NYM"), who accelerated the maturity of those loans and posted the collateral real properties for foreclosure; and

WHEREAS, Law Office, NICWIL, St. Clair, and Muharib have asked Lender to reinstate those two loans and to extend their maturity dates; and

WHEREAS, Lender is only willing to do so if all of Borrowers and Muharib agree to the cross default, cross collateralization, and other provisions contained herein; and

WHEREAS, NYM has reconveyed to Lender ownership of the two Law Office loans to permit the requested loan reinstatements to occur;

NOW, THEREFORE, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. **Property Owned by Law Office.** The parties acknowledge and agree that the following real property is owned by Law Office and serves as collateral for loans made by Lender to Law Office:

LOT FOURTEEN (14) IN BLOCK SIX (6) OF COUNTRY CLUB ESTATES, AN ADDITION TO THE CITY OF HOUSTON, IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OF SAID ADDITION RECORDED IN VOLUME 6, PAGE 63, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, commonly known as 1944 Larchmont Road, Houston, Texas 77019, and subject to a lien for the benefit of Lender created by a Deed of Trust recorded under Clerk's file number 2021-162082 in the Real Property Records of Harris County, Texas; and

LOT ONE (1), IN BLOCK TWO (2), OF OAK ESTATES, SECTION 1, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGE 67 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, commonly known as 4002 Meadow Lake Lane, Houston, Texas 77027, and subject to a lien for the benefit of Lender created by a Deed of Trust recorded under Clerk's file number 2020-210282 in the Real Property Records of Harris County, Texas.

2. **Property Owned by NICWIL.** The parties acknowledge and agree that the following real property is owned by NICWIL and serves as collateral for loans made by Lender to NICWIL:

Lot 809, of Beachside Village Sec 8, being a re-plat of Residential Reserves "B" & "C" of Beachside Village, Section 2, an addition to the City of Galveston, Galveston County, Texas, according to the Map or Plat thereof recorded in/under Clerk's File Number

2021081270, of the Official Public Records of Real Property of Galveston County, Texas, commonly known as 11506 Sea Butterfly Street, Galveston, Texas 77554, **and subject to a lien for the benefit of Lender created by a Deed of Trust recorded under Clerk's file number 2022018558 in the Real Property Records of Galveston County, Texas.**

3. **Property Owned by St. Clair.** The parties acknowledge and agree that the following real property is owned by St. Clair and serves as collateral for loans made by Lender to St. Clair:

Lot 802, of Beachside Village Sec 8, being a re-plat of Residential Reserves "B" & "C" of Beachside Village, Section 2, an addition to the City of Galveston, Galveston County, Texas, according to the Map or Plat thereof recorded in/under Clerk's File Number 2021081270, of the Official Public Records of Real Property of Galveston County, Texas, commonly known as 11534 Sea Butterfly, Galveston, Texas 77554, **and subject to a lien for the benefit of Lender created by a Deed of Trust recorded under Clerk's file number 2022018555 in the Real Property Records of Galveston County, Texas.**

4. **Cross Collateralization and Cross Default.** All obligations ("Obligations") of any Borrower to Lender or any Affiliate (defined below) of Lender, now existing or hereafter arising, shall be secured by the liens of the deeds of trust described in Sections 1 - 3 above, and all such deeds of trust are all hereby amended to so state. Any default under any such obligation shall also constitute a default under (a) this Agreement, (b) all of the aforementioned deeds of trust, and (c) any future deed of trust that may be given by any Borrower for the benefit of Lender or any Affiliate of Lender. As used herein, the capitalized term "Deed of Trust" means any of the deeds of trust listed in the immediately preceding sentence. Until this Agreement is released of record in the county in question, all future Deeds of Trust given by any Borrower for the benefit of Lender or any of Lender's Affiliates shall secure all then existing obligations of all Borrowers to Lender, whether or not any such Deed of Trust expressly so states. Any such future Deed of Trust shall be subject to the cross default provisions of this Agreement as if such future Deed of Trust were expressly named herein. Notwithstanding anything to the contrary contained herein, (i) Lender shall not be obligated to release any lien created hereby or by any Deed of Trust unless and until all Obligations are paid in full; and (ii) Lender, at its sole option, may release the liens created hereby or by a Deed of Trust without such obligations being paid in full; provided, that no release of the liens created hereby or by a Deed of Trust shall be deemed to be evidence that the Obligations secured hereby are paid.

5. **Additional Cross Default.** Any default under the terms of any loan agreement, promissory note, lease, conditional sale contract or other agreement, document or instrument evidencing, governing or securing any indebtedness owing by any Borrower or any Affiliate of any Borrower to Lender or any Affiliate of Lender shall, at Lender's option, constitute a default under this Agreement and under all Deeds of Trust. As used herein, "Affiliate" means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by or under common Control with, such Person. In addition to the foregoing, with respect to any Borrower, "Affiliate" specifically includes (a) Muharib, and (b) any trust for which Muharib, any Borrower, or any Affiliate of Borrower is a beneficiary of that trust. As used herein, "Control" and derivative terms means the possession, directly or indirectly, and acting either alone or together with others, of the power or authority to direct or cause the direction of the management, material policies, material business decisions or the affairs of a Person, whether through the ownership of equity securities or interests, by contract or other means. As used herein, "Person" means any natural person, business, corporation, company, association, limited liability company, partnership, limited partnership, limited liability partnership, joint venture, business enterprise, trust, or other legal entity.

6. **Effect of Default Under This Agreement.** Upon any default by any Borrower hereunder or under any Deed of Trust mentioned herein, including any default under any future Deed of Trust or any promissory note secured thereby, Lender may, in its sole discretion, declare any or all Obligations of any or all Borrowers to Lender or any Affiliate of Lender to be immediately due and payable. Additionally, Lender or any Affiliate of Lender may exercise any remedies available to it at law, in equity, by contract, or otherwise that arise upon the occurrence of a default under a loan transaction.

Executed as of the date first above written.

The Law Office of Anthony S. Muharib, PLLC NICWIL, LLC

By: [Signature]
Anthony S. Muharib
President

By: [Signature]
Anthony S. Muharib

Right Off St. Clair, LLC

ZeusLending.com

By: [Signature]
Anthony S. Muharib

By: [Signature]
Jennifer Burman
Authorized Signer

Acknowledged and agreed:

[Signature]
Anthony S. Muharib

STATE OF TEXAS

COUNTY OF Harris

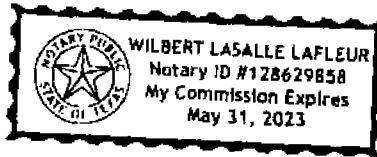
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On this day, personally appeared Anthony S. Muharib, President of The Law Office of Anthony S. Muharib, PLLC, a Texas professional limited liability company, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and in the capacity therein stated.

Dated: 12/15/2022

[Signature]
Notary Public, State of Texas

My commission expires: 5/31/2023



RP-2023-7061

UNOFFICIAL COPY

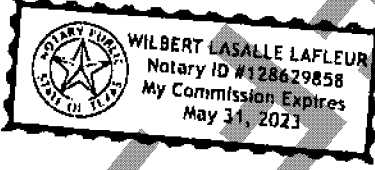
STATE OF TEXAS §
COUNTY OF Harris §
§

On this day, personally appeared Anthony S. Muharib, _____ of NICWL, LLC, a Texas limited liability company, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and in the capacity therein stated.

Dated: 12/15/2022

My commission expires: 5/31/2023

Wilbert LaFleur
Notary Public, State of Texas



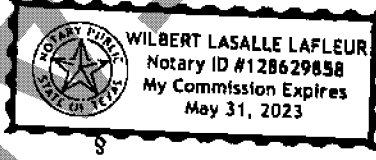
STATE OF TEXAS §
COUNTY OF Harris §
§

On this day, personally appeared Anthony S. Muharib, _____ of Right Off St. Clair, LLC, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and in the capacity therein stated.

Dated: 12/15/2022

My commission expires: 5/31/2023

Wilbert LaFleur
Notary Public, State of Texas



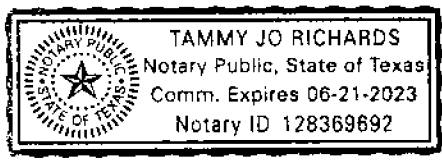
STATE OF TEXAS §
COUNTY OF Harris §
§

On this day, personally appeared Auth Rep of ZeusLending.com, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed and in the capacity therein stated.

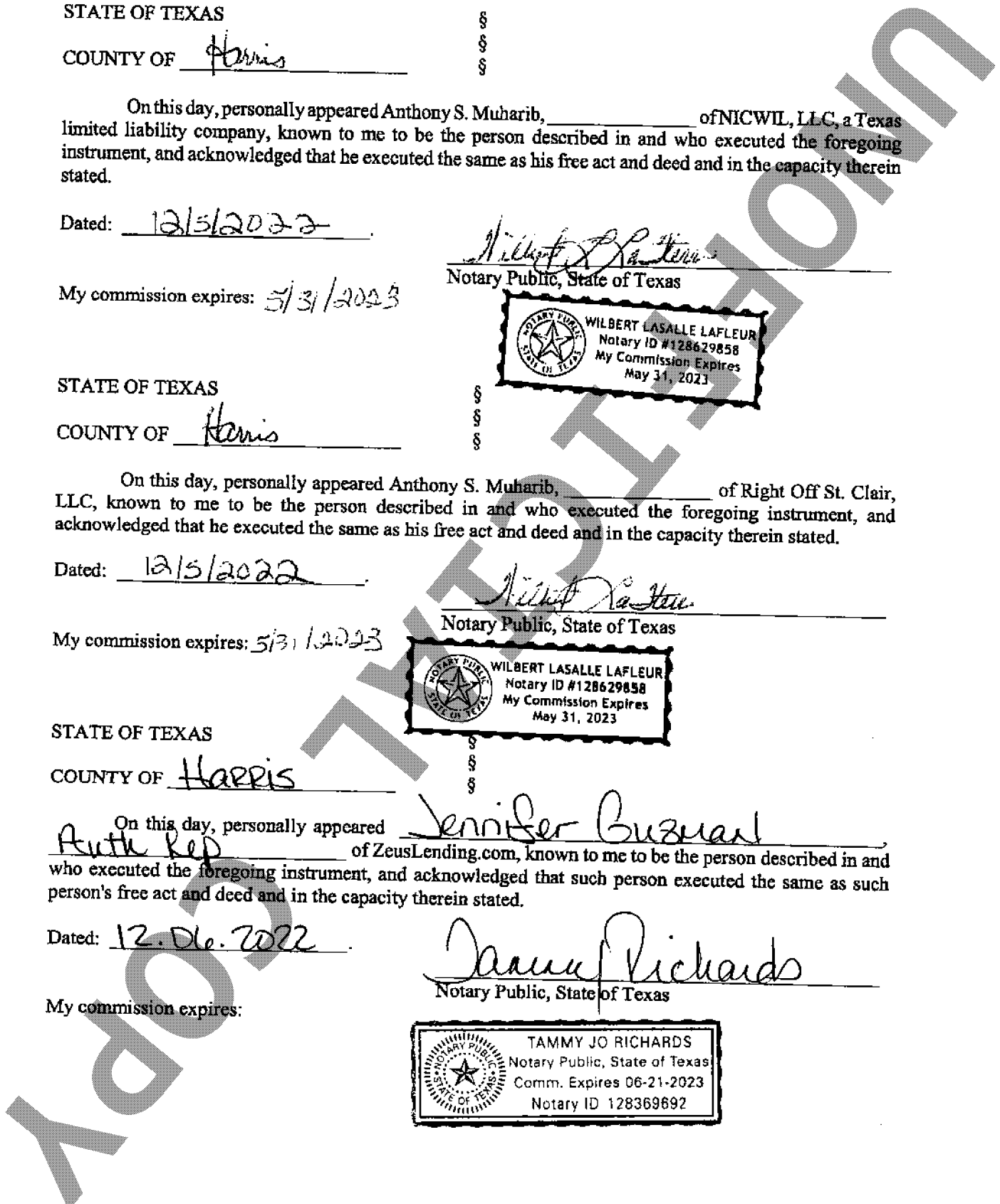
Dated: 12.06.2022

My commission expires:

Tammy Richards
Notary Public, State of Texas



RP-2023-7061



STATE OF TEXAS

COUNTY OF Harris

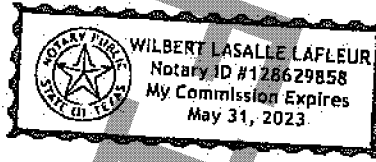
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On this day, personally appeared Anthony S. Muharib, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed.

Dated: 12/15/2022

Wilbert LaSalle Lafleur
Notary Public, State of Texas

My commission expires: 5/31/2023



COPY
UNMORTGAGED

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Pages 6
01/09/2023 08:48 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$34.00

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

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

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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