

CAUSE NO. _____

IN RE: ORDER OF FORECLOSURE
CONCERNING

IN THE DISTRICT COURT

312 WALTHALL DRIVE
HOUSTON, TX 77022

UNDER TEX. R. CIV. P. 736

PETITIONER:
THE BANK OF NEW YORK MELLON FKA
THE BANK OF NEW YORK, AS TRUSTEE
FOR THE CERTIFICATE HOLDERS OF
THE CWABS INC., ASSET-BACKED
CERTIFICATES, SERIES 2004-6

OF HARRIS COUNTY, TEXAS

RESPONDENTS:
JOE L WALKER
AND LYDIA WALKER

____ JUDICIAL DISTRICT

**APPLICATION FOR AN EXPEDITED ORDER
UNDER RULE 736 ON A HOME EQUITY LOAN**

1. Petitioner is THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-6, whose last known address is c/o NewRez LLC, d/b/a Shellpoint Mortgage Servicing, 75 Beattie Place, Suite 300, Greenville, SC 29601.
2. Respondents are JOE L WALKER and LYDIA WALKER, whose last known address is 312 WALTHALL DRIVE, HOUSTON, TX 77022.
3. The property encumbered by the loan agreement, contract, or lien sought to be foreclosed is commonly known as 312 WALTHALL DRIVE, HOUSTON, TX 77022 with the following legal description:

LOT THIRTY-ONE (31) OF PECAN GARDENS, AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 998, PAGE 112 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.

4. Petitioner alleges:

- A. The type of lien sought to be foreclosed is a Home Equity Loan under art. XVI, section 50(a)(6) of the Texas Constitution. The lien is indexed at VOLUME: 588-04, PAGE: 0648, INSTRUMENT NO: X714803 and recorded in the real property records of HARRIS County, Texas.
- B. Petitioner has authority to seek foreclosure of the lien because Petitioner is the holder of the note and beneficiary of the deed of trust.
- C. The name of each Respondent obligated to pay the underlying debt or obligation evidenced by the loan agreement, contract, or lien encumbering the property sought to be foreclosed is JOE L WALKER.
- D. The name of each Respondent who is a mortgagor of the lien instrument sought to be foreclosed, but who is not a maker or assumer of the underlying debt is LYDIA WALKER.
- E. As of June 1, 2024:
- (i) 8 regular monthly payments have not been paid. The amount required to cure the default is \$7,523.32. According to Petitioner's records, all lawful offsets, payments, and credits have been applied to the account in default.
- As of June 1, 2024,
- (ii) The total amount to pay off the loan agreement, contract, or lien is \$36,876.35.
- F. Notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired and Petitioner hereby accelerates the maturity of the debt.

- G. Before this application was filed, any other action required to initiate a foreclosure proceeding by Texas law or the loan agreement, contract, or lien sought to be foreclosed was performed.
5. **Legal action is not being sought against the occupant of the property unless the occupant is named as a Respondent in this application.**
 6. **If Petitioner obtains a court order, Petitioner will proceed with foreclosure of the property in accordance with the applicable law and the terms of the loan agreement contract, or lien sought to be foreclosed.**
 7. The following documents are attached to this application:
 - A. An affidavit or declaration of material facts describing the basis for foreclosure.
 - B. The note and deed of trust establishing the lien.
 - C. The assignment of the lien recorded in the real property records of the county where the property is located and/or the merger agreement and/or name change certificate or other pertinent instruments, if any.
 - D. A copy of each default notice required to be mailed to any Respondent under Texas law and the loan agreement, contract, or lien sought to be foreclosed, and the USPS tracking report, return receipt, or other proof demonstrating that a notice was sent by certified mail before this application was filed.
 8. **Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to Petitioner or Petitioner's attorney**

immediately.

9. Petitioner seeks an expedited order under Rule 736 so that it may proceed with foreclosure in accordance with applicable law and terms of the loan agreement, contract, or lien sought to be foreclosed.

Respectfully submitted,

McCarthy & Holthus, LLP

By: /s/ Thuy Frazier

– Robert Negrin / SBN: 14865550
– Cole Patton / SBN: 24037247
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ATTORNEYS FOR PETITIONER

CAUSE NO. _____

IN RE: ORDER OF FORECLOSURE
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PETITIONER:
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RESPONDENTS:
JOE L WALKER
AND LYDIA WALKER

IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

**AFFIDAVIT IN SUPPORT OF PETITIONER'S
APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736**

STATE OF Texas

COUNTY OF Harris

Before me, the undersigned notary, on this day personally appeared
Bailee Berrien, and stated under oath:

1. My name is Bailee Berrien. I am an adult and of sound
mind.

2. I am Document Verification Specialist of NewRez LLC, d/b/a Shellpoint
Mortgage Servicing, whose address is 75 Beattie Place, Suite 300, Greenville, SC 29601.

My affidavit concerns the account of JOE L WALKER ("Obligor"). NewRez LLC, d/b/a
Shellpoint Mortgage Servicing is the agent for loan service administration for Petitioner.

NewRez LLC, d/b/a Shellpoint Mortgage Servicing is the mortgage servicer of Obligor's debt.

3. I have read and understand the purpose of the application to which my affidavit is attached and adopt by reference the statements made in it. I am the authorized agent or representative of Petitioner with respect to Obligor's account, and in that capacity, I am authorized to make this affidavit on Petitioner's behalf. My testimony is based on my experience, my knowledge of the usual business practices of NewRez LLC, d/b/a Shellpoint Mortgage Servicing and the servicing industry in general, my job responsibilities, and the servicing records for Obligor's account.
4. Through my job responsibilities, I have access to and have reviewed the servicing records and data for Obligor's account, including electronic and computer generated records and data compilations. The records attached to the application are the original records or exact duplicates of the original records kept in the servicing file for Obligor's account.
5. Based on the regular practices of NewRez LLC, d/b/a Shellpoint Mortgage Servicing and the servicing industry in general, these records:
 - a. were made at or near the time of each act, event, or condition set forth the in the records;
 - b. were made by, or from information transmitted by, a person engaged in the servicing of Obligor's account who had actual knowledge of the acts, events, or conditions recorded; and
 - c. are the kind of records that are kept in the regular course of servicing loan agreements.

6. It is the regular practice of businesses engaged in the servicing of loan agreements or other contracts requiring the collection of money to keep accurate records on debits and credits to an account, an account's balance, the collateral securing the right to the lienholder's right to repayment, and efforts to enforce the underlying debt if the Obligor has defaulted. These records are relied upon for accuracy by all person engaged in the servicing and enforcement of a loan agreement. There is no indication that the servicing records for Obligor's account are untrustworthy.
7. Based on the servicing records for Obligor's account, there is a monetary default under the terms of the loan agreement, contract, or lien to be foreclosed as reflected more particularly below:
- i. As of June 1, 2024, the number of unpaid scheduled payments is 8.
 - ii. As of June 1, 2024; the amount required to cure the default is \$7,523.32. According to Petitioner's records, all lawful offsets, payments, and credits have been applied to the account in default.
 - iii. As of June 1, 2024, the amount required to pay off the loan agreement, contract or lien is \$36,876.35.
 - iv. Notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation and the USPS tracking report, return receipt, or other proof is attached to the application. The opportunity to cure has expired.

8. I sign this affidavit based on the personal knowledge that I have obtained by reviewing the servicing records for Obligor's account. The statements made in the application and my affidavit are true and correct as of the date stated.

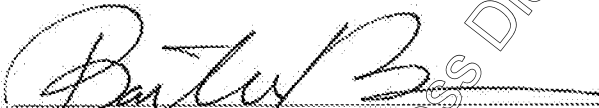
Signed this 6 day of June, 2024.

NewRez LLC, d/b/a Shellpoint Mortgage Servicing

Bailee Berrien

Document Verification Specialist

Printed name and title of affiant

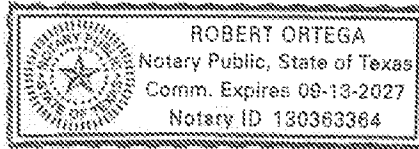

Signature of affiant

Signed under oath before me on June 6, 2024.



Notary Public in and for the State of Texas

My commission expires:



1. BORROWER'S PROMISE TO PAY

This is an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Extension of Credit"). In return for the Extension of Credit that I have received evidenced by this Note, I promise to pay U.S. \$ 67,200.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is FULL SPECTRUM LENDING, INC.

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."

I understand that this is not an open-end account that may be debited from time to time or under which credit may be extended from time to time.

The property described above by the Property Address is subject to the lien of the Security Instrument executed concurrently herewith (the "Security Instrument").

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 8.000 %. It is agreed that the total of all interest and other charges that constitute interest under applicable law shall not exceed the maximum amount of interest permitted by applicable law. Nothing in this Note or the Security Instrument shall entitle the Note Holder upon any contingency or event whatsoever, including by reason of acceleration of the maturity or Prepayment of the Extension of Credit, to receive or collect interest or other charges that constitute interest in excess of the highest rate allowed by applicable law on the Principal or on a monetary obligation incurred to protect the property described above authorized by the Security Instrument, and in no event shall I be obligated to pay interest in excess of such rate.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 5(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the FIRST day of each month beginning on AUGUST 01, 2004 .I

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 JULY 01, 2034 , I will owe amounts under this Note, I will pay these amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 660694, Dallas, TX 75266-0694

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 493.09

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.

TEXAS HOME EQUITY NOTE (Fixed Rate - First Lien)- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 8

8038(TX) (0305)

CHL (05/03)(d)

VMP MORTGAGE FORMS - (800)521-7281

Initials J. J. W.

Form 3244.1 1/01

ORIGINAL

If a law, which applies to this Extension of Credit 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 Extension of Credit 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. My acceptance of any such refund will constitute a waiver of any right of action I might have arising out of such overcharge.

It is the express intention of the Note Holder and me to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity or eliminated as a requirement, if necessary for compliance with such law, and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document.

The provisions of this Section 5 shall supersede any inconsistent provision of this Note or the Security Instrument.

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 fifteen (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 5.000 % 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. This Note may not be accelerated because of a decrease in the market value of the property described above or because of my default under any indebtedness not evidenced by this Note or the Security Instrument.

(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, including Section 50(a)(6), Article XVI of the Texas Constitution. Those expenses include, for example, reasonable attorneys' fees. I understand that those expenses are not contemplated as fees to be incurred in connection with maintaining or servicing this Extension of Credit.

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. However, if the purpose of the notice is to notify Note Holder of failure to comply with Note Holder's obligations under this Extension of Credit, or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Subject to the limitation of personal liability described below, each person who signs this Note is responsible for ensuring that all of my promises and obligations in this Note are performed, including the payment of the full amount owed. Any person who takes over these obligations is also so responsible.

I understand that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that this Note is given without personal liability against each owner of the property described above and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, the Note Holder can enforce its rights under this Note solely against the property described above and not personally against any owner of such property or the spouse of an owner.

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)



This Security Instrument is not intended to finance Borrower's acquisition of the Property.

NOTICE OF CONFIDENTIALITY RIGHTS:

If you are a natural person, you may remove or strike any of the following information from this instrument 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, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated JUNE 14, 2004, together with all Riders to this document.

(B) "Borrower" is
JOE L. WALKER, AND WIFE, LYDIA WALKER

Borrower is the grantor under this Security Instrument.

(C) "Lender" is
FULL SPECTRUM LENDING, INC.
Lender is a CORPORATION organized and existing under the laws of TEXAS. Lender's address is 4500 Park Granada, Calabasas, CA 91302
Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is
CFC REAL ESTATE SERVICES
Trustee's address is
400 COUNTRYWIDE WAY, MS 58-88, SIMI VALLEY, CA 93065

(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.



TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Wills: *J.S.W. S.W.*
Form 2044.1 1/01
(rev. 10/03)



XVI of the Texas Constitution and all the documents executed in connection with the loan.
(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]:

- Texas Home Equity Condominium Rider Other:
 Texas Home Equity Planned Unit Development 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) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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 Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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 Extension of Credit, and all 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

Initials: J.F.W. L.W.

Parcel ID Number:

which currently has the address of

312 WALTHALL DRIVE, HOUSTON

[Street/City]

Texas 77022 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. 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 these 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.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any 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 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit 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 Extension of Credit 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.

Noted: *J. J. W. S. W.*

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. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, 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 14 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 twelve 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 twelve 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.

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 21 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 now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

Initials: J. F. W. S. W.

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's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument 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 or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

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 and/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 opened 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. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

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. 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.

Initials: *J. S. W. J. W.*

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.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, 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 13, 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.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to 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.

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes the written agreement evidencing the consent of each owner and each owner's spouse; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Subject to the provisions of Section 17, 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 19) and benefit the successors and assigns of Lender.

13. Extension of Credit 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.

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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 (but, by certified mail if the notice is given pursuant to Section 19) 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.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. 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.

16. Borrower's Copies. Borrower shall be given at the time this Extension of Credit is made, a copy of all documents signed by Borrower related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "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 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate 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. These 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, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, 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;

Initials: *J.F.W.* *J.W.*

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 Extension of Credit 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.

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 14) 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. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender 60 days after receipt of notice to comply, as provided in this Section 19, with Lender's obligations under the Extension of Credit. Borrower understands that the Extension of Credit is being made on the condition that Lender shall 60 days after receipt of notice to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition of taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, only after Lender has received said notice, has had 60 days to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by Lender to comply with its obligations under this Extension of Credit. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice from Lender, without the necessity of the execution of any amendment or new document, by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, Extension of Credit charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by Applicable Law.

Instrument.

20. Hazardous Substances. As used in this Section 20: (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.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

Witness: J. J. W. J. W.

the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a 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, court costs and 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. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, the Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. Borrower has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or a debt to another lender.

26. No Assignment of Wages. Borrower has not assigned wages as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

28. 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.

Initials: J.L.W.

J.W.

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.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.

Joe L. Walker
JOE L. WALKER

(Seal)
-Borrower

Joe

Printed Name: _____
[Please Complete]

Lynna Walker

(Seal)
-Borrower

Printed Name: _____
[Please Complete]

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

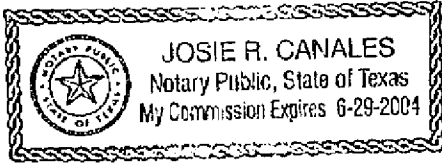
Unofficial Copy Office of Marilyn Burgess District Clerk



known to me (or proved to me on the oath of or through TPL) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of June 2004.

(Seal)



Josie R. Canales
Notary Public

My Commission Expires: June 29, 2004

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 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 stated herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on:

JUN 23 2004



Becky L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Initials: J.F.W. L.W.

Unofficial Copy Office of Marilyn Burgess District Clerk

ASSIGNMENT OF DEED OF TRUST

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS ("MERS"), AS BENEFICIARY, AS NOMINEE FOR FULL SPECTRUM LENDING, INC. SUCCESSORS AND ASSIGNS (herein "Assignor"), whose address is P.O. Box 10000, does hereby grant, assign, transfer and convey unto THE BANK OF NEW YORK, BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE ASSET-BACKED CERTIFICATES, SERIES 2004-6 (herein "Assignee"), BARCLAY ST - 4W, NEW YORK, NY 10286, and its successors and assigns, and to a certain Deed of Trust described below.

Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS BENEFICIARY, AS NOMINEE FOR FULL SPECTRUM LENDING, INC. ASSIGNS

Borrower(s): JOE L WALKER, AND WIFE, LYDIA WALKER

Original Trustee: CTC REAL ESTATE SERVICES

Date of Deed of Trust: JUNE 14, 2004

Original Loan Amount: \$67,200.00

Property Address: 312 WALTHALL DRIVE, HOUSTON, TEXAS 77022

Recorded on JUNE 23, 2004 in INSTRUMENT NO. X714803 of the COUNTY, State of TEXAS

LEGAL DESCRIPTION:

LOT THIRTY-ONE (31) OF PECAN GARDENS, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 100 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.




RP-2020-413062

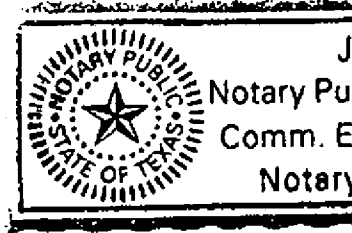
Unofficial Copy of Instrument

State of TEXAS
County of DALLAS

This instrument was acknowledged before me on 8/28/20
by **STEPHANIE BODKIN**, the **VICE PRESIDENT** of **MORTGAGE ELE**
SYSTEMS, INC. ("MERS"), AS **BENEFICIARY, AS NOMINEE FOR F**
INC., ITS SUCCESSORS AND ASSIGNS, a company, on behalf of the com



JILL RICCI Notary Public
My commission expires: 05/03/2022



Unofficial Copy Office of Marilyn Burgess District Clerk



RP-2020-413062

HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$22.00

RP-2020-413062

Unofficial Copy Office of Marilyn Burgess District Clerk

RECORDERS MEMORANDUM

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

Any provision herein which restricts the sa use of the described real property because race is invalid and unenforceable under fe

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was File Number Sequence on the date and at the hereon by me; and was duly RECORDED in the Public Records of Real Property of Harris C



COUNTY CLERK
HARRIS COUNTY, TEXAS

BANK OF AMERICA

FL1-908-01-51
PO Box 31690
Tampa, FL 33631-3690

CERTIFIED TRACKING NO.
7022 3330 0000 8210 4672

JOE L WALKER
312 WALTHALL DR
HOUSTON TX 77022-2824

Account number



Property address
312 WALTHALL DRIVE
HOUSTON, TX 77022-2824

Notice date
November 01, 2023

Notice of default and intent to accelerate

Esta es una notificación importante con respecto a su derecho a vivir en su vivienda. Solicite una traducción de inmediato.
(This is an important notice concerning your right to live in your home. Have it translated at once.)

Dear JOE L WALKER:

Bank of America, N.A. services the loan described above on behalf of the holder of the promissory note (the "Noteholder"). The loan is in serious default because the required payments have not been made. The total amount now required to cure this default, in other words, the amount required to bring the loan current, as of the date of this letter is as follows:

Monthly Charges:

Month Due	Principal & Interest Amount	Escrow Amount	Optional Products Amount	Total Monthly Charge
09/01/2023	\$493.09	\$0.00	\$0.00	\$493.09
10/01/2023	\$493.09	\$0.00	\$0.00	\$493.09
11/01/2023	\$493.09	\$0.00	\$0.00	\$493.09

Late Charges:

Month	Amount
09/01/2023	\$24.65
10/01/2023	\$24.65

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

Total Monthly Charges:	\$1,479.27
Current Late Charges:	\$49.30
Prior Unpaid Late Charges:	\$24.65
Total Other Charges/Fees:	\$1,470.00
Partial Payment Balance:	<u>(\$0.00)</u>
TOTAL DUE	\$3,023.22

How to bring the loan current

You have the right to cure the default. To cure the default, on or before December 11, 2023, Bank of America, N.A. must receive the amount of \$3,023.22 plus any additional regular monthly payment or payments, late charges, fees and charges, which become due on or before December 11, 2023. **Please contact the Home Loan Team at 800.669.1904 to verify the amount necessary to cure the default and bring the loan current.**

The default will not be considered cured unless Bank of America, N.A. receives "good funds" in the full amount as set forth in the previous paragraph. This means that if any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment. Bank of America, N.A. reserves the right to accept or reject a partial payment of the total amount due without waiving any of its rights herein or otherwise. For example, if less than the full amount that is due is sent to us, we can keep the payment and apply it to the debt but still proceed to foreclosure since the default would not have been cured.

What to expect if the loan is not brought current

The failure to cure the default on or before December 11, 2023, will result in acceleration of the sums secured by this security instrument and sale of the property.

You have 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 to acceleration and sale. Bank of America, N.A. and the Noteholder shall be entitled to collect all expenses incurred by Bank of America, N.A. and the Noteholder in pursuing any of their remedies provided in the security instrument, including, but not limited to, reasonable attorney's fees and costs of title evidence, to the full extent permitted by law. If the property is foreclosed upon, the Noteholder may, if permitted by law, pursue a deficiency judgment against you to collect the balance of the loan.

According to your loan documents, Bank of America, N.A. may enter upon and conduct an inspection of the property. The purposes of such an inspection are to (i) observe the physical condition of the property, (ii) verify that the property is occupied, and/or (iii) determine the identity of the occupant. If the default is not cured before the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to the account as provided in your security instrument and as permitted by law.**

Foreclosure avoidance options may be available

If the default cannot be cured on or before December 11, 2023, Bank of America, N.A. wants you to be aware of various options that may be available to you through Bank of America, N.A. to prevent a foreclosure sale of the property. For example:

- **Full Payoff:** The loan can be paid off in full by selling the property for any amount equal to or exceeding the total amount owed on the loan, or you may refinance the loan.
- **Repayment Plan:** A repayment plan allows the regularly scheduled mortgage payments to be made, plus pay off a portion of the past due amounts over time.
- **Loan Modification:** A loan modification is a change to the original terms of the loan. Loan modifications could include lowering the interest rate, extending the term or maturity date of the loan, moving from an adjustable to a fixed-rate loan, deferring some portion of the unpaid principal balance to the end of the loan, and/or forgiving some portion of the unpaid principal balance. This foreclosure alternative is limited to certain loan types.
- **Short Sale:** If the mortgage payments can no longer be made and your home is worth less than the amount owed on the mortgage, a short sale may allow you to sell your home to pay off the mortgage.
- **Deed in Lieu of Foreclosure:** Used as an alternative to foreclosure, with a deed in lieu of foreclosure, you transfer ownership of your house and all property secured by the mortgage loan. This may satisfy the total amount due on that mortgage.

If you are interested in discussing any of these foreclosure alternatives with Bank of America, N.A., you must contact us immediately. If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, please be advised that your decision to pursue any of these options is strictly voluntary. If you request assistance, Bank of America, N.A. will need to evaluate whether that assistance can be extended to you. In the meantime, Bank of America, N.A. will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring the loan current or to enter into a written agreement by December 11, 2023 as outlined above will result in the acceleration of the debt.

Housing counseling may be helpful

Additionally, the U.S. Department of Housing and Urban Development (HUD) funds free or very low cost housing counseling across the nation. Housing counselors can help you understand the law and your options. They can also help you to organize your finances and represent you in negotiations with your lender if you need this assistance. You may find a HUD-approved housing counselor near you by calling 800.569.4287 or visiting HUD's website at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. For the hearing impaired, HUD Counseling Agency (TDD) numbers are available at 800.877.8339. You may also contact the HUD approved counseling agency directly.

If you're in the loan assistance process

If the loan is currently being evaluated for a loan modification, forbearance or other loan assistance solution, this notice will not cancel or delay that evaluation process. However, it is important that you promptly respond to all requests made in connection with your evaluation for a loan assistance solution, including all requests for you to contact us and any documentation required. Please comply with these requests in a timely manner so your request for assistance can be considered as quickly as possible. If the loan is not eligible for a loan assistance program, please note this letter will continue to serve as notice of our right to initiate foreclosure.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

Contact us now to find out more

Time is of the essence. Should you have any questions concerning this notice, please contact us immediately at 800.669.1904. Our office hours are Monday through Thursday, 8 a.m. to 12 a.m. and Friday, 8 a.m. to 8 p.m. Eastern.

Bank of America, N.A.
Home Loan Team

To contact us

Phone 800.669.1904

Office Hours Monday through Thursday, 8 a.m. to 12 a.m. and Friday, 8 a.m. to 8 p.m. Eastern

Mail PO Box 31785
Tampa, FL 33631-3785

To mail a payment PO Box 17232
Wilmington, DE 19850

Unofficial Copy Office of Marilyn Burgess District Clerk

Important Disclosures

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Are you a military servicemember or their spouse, dependent or domestic partner?

- If so, please contact us as soon as possible so we can help make sure you're getting the financial benefits and protections you deserve. The federal Servicemembers Civil Relief Act (SCRA) and comparable state laws provide benefits and protections for eligible military service, such as interest rate relief, and can provide protections for actions such as repossession and foreclosure. To find out if you're eligible please:
 - Visit bankofamerica.com/military-banking/overview.go
 - Call us at 877.345.0693 or international at 817.245.4094.
- If you're concerned about making your payments - help is available.
 - Please call us at 877.345.0693 or international at 817.245.4094 - we want to help.
 - Counseling services are available to you, such as Military OneSource at militaryonesource.mil or 800.342.9647, and Armed Forces Legal Assistance at legalassistance.law.af.mil.
 - Additionally, if you're struggling to make your home loan payments, there are HUD-approved housing counseling agencies which may be able to help. Visit apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm to learn more.
 - It's important you know that even if you qualify for protection under SCRA or similar state laws, a court may still authorize repossession or foreclosure.

There has been a payment default or other default on your loan that will result in acceleration of all sums due under the note. As a result, Bank of America N.A. will use companies to provide services required to protect the note holder's interest and rights in the property and under the Note and Security Instrument, including any remedies thereunder (the "Default Related Services"). Fees will be assessed to your loan account for the Default Related Services. A schedule of fees that may be charged to your account for Default Related Services is available at the following Web address: <https://www.bankofamerica.com/home-loans/pop-up/default-fees.go>. If you do not have Internet access, please contact us at 1.866.926.1273 to have a fee schedule mailed to you. The fee schedule contains a list of the common non-state specific Default Related Services you could be charged, however it does not include a complete list of all fees or charges that could be assessed on your loan account.

Unofficial Copy Office of the District Clerk

Options are Available to Help You

Avoid Foreclosure

Call the number on the enclosed notice to learn more.

When you call, please have your income and expense information available so we can discuss which option(s) could work for you.

Options to consider if your goal is to stay in your home

Program	Description
Loan Reinstatement	If the loan payments are brought up to date, we will accept the funds needed to bring the loan up to date until the day of your foreclosure sale.
Repayment Plan	A repayment plan allows the regularly scheduled mortgage payments to be made, plus pay off a portion of the past due amounts over time. This may include principal, interest, fees, and/or costs assessed to the loan.
Temporary Forbearance Agreement	An agreement whereby we agree not to proceed with foreclosure and/or collection of payments for a period of time, to allow you to re-establish the ability to make the required payments.
Loan Modification	A loan modification is a change to the original terms of the loan. Loan modifications could include lowering the interest rate, extending the term or maturity date of the loan, moving from an adjustable to a fixed-rate loan, deferring some portion of the unpaid principal balance to the end of the loan, and/or forgiving some portion of the unpaid principal balance.
Partial Claim (FHA loans only)	If you have a Federal Housing Administration (FHA) loan and the payments are past due but the regular monthly mortgage payment can now be made, this program is designed to bring the loan up to date by creating a second mortgage/lien on your property for the amount that is past due.

Options to consider if you cannot or do not wish to stay in your home

Program	Description
Short Sale/ Pre-foreclosure Sale	If the mortgage payments can no longer be made and your home is worth less than the amount owed on the mortgage, a short sale may allow you to sell your home to pay off the mortgage. In a short sale, the lender agrees to accept an amount less than what is actually owed on the loan. Offered to borrowers who are not eligible for home retention alternatives.
Deed in Lieu of Foreclosure	Used as an alternative to foreclosure, with a deed in lieu of foreclosure, you transfer ownership of your house and all property secured by the mortgage loan. This may satisfy the total amount due on that mortgage. Offered to borrowers not eligible for home retention alternatives, and who were not able to sell the property through a short sale.

We are here to help you. Please call us today.

Hay opciones disponibles para ayudarle

Evite la ejecución hipotecaria

Llame al número que aparece en la notificación adjunta para obtener más información.

Cuando llame, tenga a la mano información sobre sus ingresos y gastos para analizar las opciones que podrían resultarle útiles.

Opciones a considerar si su objetivo es permanecer en su vivienda

Programa	Descripción
Restablecimiento del Préstamo	Si los pagos del préstamo se ponen al día, aceptaremos los fondos necesarios para poner el préstamo al día hasta la fecha de venta de la ejecución hipotecaria.
Plan de Pagos	Un plan de pagos le permite efectuar los pagos hipotecarios regularmente programados y pagar el saldo completo de una parte de las cantidades atrasadas a través del tiempo. Esto puede incluir el capital, los intereses, los cargos y/o los costos que se fijaron para el préstamo.
Acuerdo Temporal de Tolerancia por Incumplimiento	Es un acuerdo mediante el cual aceptamos no proceder a la ejecución hipotecaria y/o al cobro de los pagos durante un período de tiempo, para permitirle recuperar la capacidad para efectuar los pagos necesarios.
Modificación del Préstamo	La modificación del préstamo es un cambio en los términos originales del préstamo. Las modificaciones podrían incluir bajar la tasa de interés, extender el plazo o la fecha de vencimiento del préstamo, convertir un préstamo con tasa ajustable en un préstamo con tasa fija, diferir una parte del saldo de capital impago hasta el final del préstamo y/o condonar una parte del saldo de capital impago.
Reclamación Parcial (préstamos FHA únicamente)	Si tiene un préstamo de la Administración Federal de la Vivienda (Federal Housing Administration, o FHA) y los pagos están atrasados pero el pago hipotecario mensual regular se puede hacer actualmente, este programa está diseñado para poner el préstamo al día mediante la creación de una segunda hipoteca/gravamen sobre la propiedad por la cantidad atrasada.

Opciones para considerar si no puede o no desea permanecer en su vivienda

Programa	Descripción
Venta en descubierto o venta previa a la ejecución hipotecaria	Si ya no puede efectuar los pagos hipotecarios y su vivienda vale menos que la cantidad adeudada en la hipoteca, una venta en descubierto puede permitirle vender su propiedad para pagar el saldo completo de la hipoteca. En una venta en descubierto, el prestamista acuerda aceptar una cantidad menor que la que se debe realmente por el préstamo. Esta opción se ofrece a prestatarios que no califican para alternativas de retención de vivienda.
Escritura de traspaso voluntario de la propiedad en lugar de la ejecución hipotecaria	Se usa como alternativa a la ejecución hipotecaria, con una escritura de traspaso voluntario de la propiedad en lugar de la ejecución hipotecaria, usted transfiere la titularidad de su vivienda y de toda la propiedad que garantiza el préstamo hipotecario. De esta manera, podría satisfacer la cantidad total que vence en la hipoteca. Esta opción se ofrece a prestatarios que no califican para alternativas de retención de vivienda y que no pudieron hacer una venta en descubierto de la propiedad.

Estamos aquí para ayudarle. Llámenos hoy mismo por favor.

BANK OF AMERICA

FL1-908-01-51
PO Box 31690
Tampa, FL 33631-3690

CERTIFIED TRACKING NO.
7022 3330 0000 8210 4665

LYDIA WALKER
312 WALTHALL DR
HOUSTON TX 77022-2824

Account number



Property address
312 WALTHALL DRIVE
HOUSTON, TX 77022-2824

Notice date
November 01, 2023

Notice of default and intent to accelerate

Esta es una notificación importante con respecto a su derecho a vivir en su vivienda. Solicite una traducción de inmediato.
(This is an important notice concerning your right to live in your home. Have it translated at once.)

Dear LYDIA WALKER:

Bank of America, N.A. services the loan described above on behalf of the holder of the promissory note (the "Noteholder"). The loan is in serious default because the required payments have not been made. The total amount now required to cure this default, in other words, the amount required to bring the loan current, as of the date of this letter is as follows:

Monthly Charges:

Month Due	Principal & Interest Amount	Escrow Amount	Optional Products Amount	Total Monthly Charge
09/01/2023	\$493.09	\$0.00	\$0.00	\$493.09
10/01/2023	\$493.09	\$0.00	\$0.00	\$493.09
11/01/2023	\$493.09	\$0.00	\$0.00	\$493.09

Late Charges:

Month	Amount
09/01/2023	\$24.65
10/01/2023	\$24.65

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

Total Monthly Charges:	\$1,479.27
Current Late Charges:	\$49.30
Prior Unpaid Late Charges:	\$24.65
Total Other Charges/Fees:	\$1,470.00
Partial Payment Balance:	<u>(\$0.00)</u>
TOTAL DUE	\$3,023.22

How to bring the loan current

You have the right to cure the default. To cure the default, on or before December 11, 2023, Bank of America, N.A. must receive the amount of \$3,023.22 plus any additional regular monthly payment or payments, late charges, fees and charges, which become due on or before December 11, 2023. **Please contact the Home Loan Team at 800.669.1904 to verify the amount necessary to cure the default and bring the loan current.**

The default will not be considered cured unless Bank of America, N.A. receives "good funds" in the full amount as set forth in the previous paragraph. This means that if any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment. Bank of America, N.A. reserves the right to accept or reject a partial payment of the total amount due without waiving any of its rights herein or otherwise. For example, if less than the full amount that is due is sent to us, we can keep the payment and apply it to the debt but still proceed to foreclosure since the default would not have been cured.

What to expect if the loan is not brought current

The failure to cure the default on or before December 11, 2023, will result in acceleration of the sums secured by this security instrument and sale of the property.

You have 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 to acceleration and sale. Bank of America, N.A. and the Noteholder shall be entitled to collect all expenses incurred by Bank of America, N.A. and the Noteholder in pursuing any of their remedies provided in the security instrument, including, but not limited to, reasonable attorney's fees and costs of title evidence, to the full extent permitted by law. If the property is foreclosed upon, the Noteholder may, if permitted by law, pursue a deficiency judgment against you to collect the balance of the loan.

According to your loan documents, Bank of America, N.A. may enter upon and conduct an inspection of the property. The purposes of such an inspection are to (i) observe the physical condition of the property, (ii) verify that the property is occupied, and/or (iii) determine the identity of the occupant. If the default is not cured before the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to the account as provided in your security instrument and as permitted by law.**

Foreclosure avoidance options may be available

If the default cannot be cured on or before December 11, 2023, Bank of America, N.A. wants you to be aware of various options that may be available to you through Bank of America, N.A. to prevent a foreclosure sale of the property. For example:

- **Full Payoff:** The loan can be paid off in full by selling the property for any amount equal to or exceeding the total amount owed on the loan, or you may refinance the loan.
- **Repayment Plan:** A repayment plan allows the regularly scheduled mortgage payments to be made, plus pay off a portion of the past due amounts over time.
- **Loan Modification:** A loan modification is a change to the original terms of the loan. Loan modifications could include lowering the interest rate, extending the term or maturity date of the loan, moving from an adjustable to a fixed-rate loan, deferring some portion of the unpaid principal balance to the end of the loan, and/or forgiving some portion of the unpaid principal balance. This foreclosure alternative is limited to certain loan types.
- **Short Sale:** If the mortgage payments can no longer be made and your home is worth less than the amount owed on the mortgage, a short sale may allow you to sell your home to pay off the mortgage.
- **Deed in Lieu of Foreclosure:** Used as an alternative to foreclosure, with a deed in lieu of foreclosure, you transfer ownership of your house and all property secured by the mortgage loan. This may satisfy the total amount due on that mortgage.

If you are interested in discussing any of these foreclosure alternatives with Bank of America, N.A., you must contact us immediately. If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, please be advised that your decision to pursue any of these options is strictly voluntary. If you request assistance, Bank of America, N.A. will need to evaluate whether that assistance can be extended to you. In the meantime, Bank of America, N.A. will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring the loan current or to enter into a written agreement by December 11, 2023 as outlined above will result in the acceleration of the debt.

Housing counseling may be helpful

Additionally, the U.S. Department of Housing and Urban Development (HUD) funds free or very low cost housing counseling across the nation. Housing counselors can help you understand the law and your options. They can also help you to organize your finances and represent you in negotiations with your lender if you need this assistance. You may find a HUD-approved housing counselor near you by calling 800.569.4287 or visiting HUD's website at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. For the hearing impaired, HUD Counseling Agency (TDD) numbers are available at 800.877.8339. You may also contact the HUD approved counseling agency directly.

If you're in the loan assistance process

If the loan is currently being evaluated for a loan modification, forbearance or other loan assistance solution, this notice will not cancel or delay that evaluation process. However, it is important that you promptly respond to all requests made in connection with your evaluation for a loan assistance solution, including all requests for you to contact us and any documentation required. Please comply with these requests in a timely manner so your request for assistance can be considered as quickly as possible. If the loan is not eligible for a loan assistance program, please note this letter will continue to serve as notice of our right to initiate foreclosure.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

Contact us now to find out more

Time is of the essence. Should you have any questions concerning this notice, please contact us immediately at 800.669.1904. Our office hours are Monday through Thursday, 8 a.m. to 12 a.m. and Friday, 8 a.m. to 8 p.m. Eastern.

Bank of America, N.A.
Home Loan Team

To contact us

Phone 800.669.1904

Office Hours Monday through Thursday, 8 a.m. to 12 a.m. and Friday, 8 a.m. to 8 p.m. Eastern

Mail PO Box 31785
Tampa, FL 33631-3785

To mail a payment PO Box 17232
Wilmington, DE 19850

Unofficial Copy Office of Marilyn Burgess District Clerk

Important Disclosures

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Are you a military servicemember or their spouse, dependent or domestic partner?

- If so, please contact us as soon as possible so we can help make sure you're getting the financial benefits and protections you deserve. The federal Servicemembers Civil Relief Act (SCRA) and comparable state laws provide benefits and protections for eligible military service, such as interest rate relief, and can provide protections for actions such as repossession and foreclosure. To find out if you're eligible please:
 - Visit bankofamerica.com/military-banking/overview.go
 - Call us at 877.345.0693 or international at 817.245.4094.
- If you're concerned about making your payments - help is available.
 - Please call us at 877.345.0693 or international at 817.245.4094 - we want to help.
 - Counseling services are available to you, such as Military OneSource at militaryonesource.mil or 800.342.9647, and Armed Forces Legal Assistance at legalassistance.law.af.mil.
 - Additionally, if you're struggling to make your home loan payments, there are HUD-approved housing counseling agencies which may be able to help. Visit apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm to learn more.
 - It's important you know that even if you qualify for protection under SCRA or similar state laws, a court may still authorize repossession or foreclosure.

There has been a payment default or other default on your loan that will result in acceleration of all sums due under the note. As a result, Bank of America N.A. will use companies to provide services required to protect the note holder's interest and rights in the property and under the Note and Security Instrument, including any remedies thereunder (the "Default Related Services"). Fees will be assessed to your loan account for the Default Related Services. A schedule of fees that may be charged to your account for Default Related Services is available at the following Web address: <https://www.bankofamerica.com/home-loans/pop-up/default-fees.go>. If you do not have Internet access, please contact us at 1.866.926.1273 to have a fee schedule mailed to you. The fee schedule contains a list of the common non-state specific Default Related Services you could be charged, however it does not include a complete list of all fees or charges that could be assessed on your loan account.

Unofficial Copy Office of the District Clerk

Options are Available to Help You

Avoid Foreclosure

Call the number on the enclosed notice to learn more.

When you call, please have your income and expense information available so we can discuss which option(s) could work for you.

Options to consider if your goal is to stay in your home

Program	Description
Loan Reinstatement	If the loan payments are brought up to date, we will accept the funds needed to bring the loan up to date until the day of your foreclosure sale.
Repayment Plan	A repayment plan allows the regularly scheduled mortgage payments to be made, plus pay off a portion of the past due amounts over time. This may include principal, interest, fees, and/or costs assessed to the loan.
Temporary Forbearance Agreement	An agreement whereby we agree not to proceed with foreclosure and/or collection of payments for a period of time, to allow you to re-establish the ability to make the required payments.
Loan Modification	A loan modification is a change to the original terms of the loan. Loan modifications could include lowering the interest rate, extending the term or maturity date of the loan, moving from an adjustable to a fixed-rate loan, deferring some portion of the unpaid principal balance to the end of the loan, and/or forgiving some portion of the unpaid principal balance.
Partial Claim (FHA loans only)	If you have a Federal Housing Administration (FHA) loan and the payments are past due but the regular monthly mortgage payment can now be made, this program is designed to bring the loan up to date by creating a second mortgage/lien on your property for the amount that is past due.

Options to consider if you cannot or do not wish to stay in your home

Program	Description
Short Sale/ Pre-foreclosure Sale	If the mortgage payments can no longer be made and your home is worth less than the amount owed on the mortgage, a short sale may allow you to sell your home to pay off the mortgage. In a short sale, the lender agrees to accept an amount less than what is actually owed on the loan. Offered to borrowers who are not eligible for home retention alternatives.
Deed in Lieu of Foreclosure	Used as an alternative to foreclosure, with a deed in lieu of foreclosure, you transfer ownership of your house and all property secured by the mortgage loan. This may satisfy the total amount due on that mortgage. Offered to borrowers not eligible for home retention alternatives, and who were not able to sell the property through a short sale.

We are here to help you. Please call us today.

Hay opciones disponibles para ayudarle

Evite la ejecución hipotecaria

Llame al número que aparece en la notificación adjunta para obtener más información.

Cuando llame, tenga a la mano información sobre sus ingresos y gastos para analizar las opciones que podrían resultarle útiles.

Opciones a considerar si su objetivo es permanecer en su vivienda

Programa	Descripción
Restablecimiento del Préstamo	Si los pagos del préstamo se ponen al día, aceptaremos los fondos necesarios para poner el préstamo al día hasta la fecha de venta de la ejecución hipotecaria.
Plan de Pagos	Un plan de pagos le permite efectuar los pagos hipotecarios regularmente programados y pagar el saldo completo de una parte de las cantidades atrasadas a través del tiempo. Esto puede incluir el capital, los intereses, los cargos y/o los costos que se fijaron para el préstamo.
Acuerdo Temporal de Tolerancia por Incumplimiento	Es un acuerdo mediante el cual aceptamos no proceder a la ejecución hipotecaria y/o al cobro de los pagos durante un período de tiempo, para permitirle recuperar la capacidad para efectuar los pagos necesarios.
Modificación del Préstamo	La modificación del préstamo es un cambio en los términos originales del préstamo. Las modificaciones podrían incluir bajar la tasa de interés, extender el plazo o la fecha de vencimiento del préstamo, convertir un préstamo con tasa ajustable en un préstamo con tasa fija, diferir una parte del saldo de capital impago hasta el final del préstamo y/o condonar una parte del saldo de capital impago.
Reclamación Parcial (préstamos FHA únicamente)	Si tiene un préstamo de la Administración Federal de la Vivienda (Federal Housing Administration, o FHA) y los pagos están atrasados pero el pago hipotecario mensual regular se puede hacer actualmente, este programa está diseñado para poner el préstamo al día mediante la creación de una segunda hipoteca/gravamen sobre la propiedad por la cantidad atrasada.

Opciones para considerar si no puede o no desea permanecer en su vivienda

Programa	Descripción
Venta en descubierto o venta previa a la ejecución hipotecaria	Si ya no puede efectuar los pagos hipotecarios y su vivienda vale menos que la cantidad adeudada en la hipoteca, una venta en descubierto puede permitirle vender su propiedad para pagar el saldo completo de la hipoteca. En una venta en descubierto, el prestamista acuerda aceptar una cantidad menor que la que se debe realmente por el préstamo. Esta opción se ofrece a prestatarios que no califican para alternativas de retención de vivienda.
Escritura de traspaso voluntario de la propiedad en lugar de la ejecución hipotecaria	Se usa como alternativa a la ejecución hipotecaria, con una escritura de traspaso voluntario de la propiedad en lugar de la ejecución hipotecaria, usted transfiere la titularidad de su vivienda y de toda la propiedad que garantiza el préstamo hipotecario. De esta manera, podría satisfacer la cantidad total que vence en la hipoteca. Esta opción se ofrece a prestatarios que no califican para alternativas de retención de vivienda y que no pudieron hacer una venta en descubierto de la propiedad.

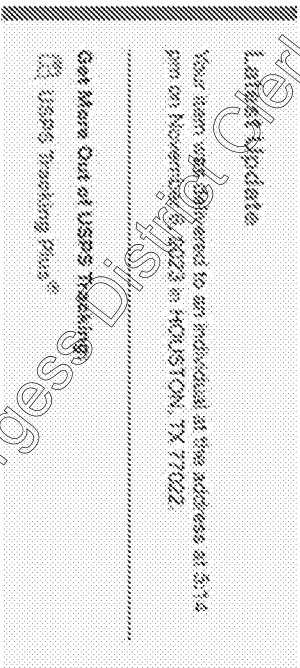
Estamos aquí para ayudarle. Llámenos hoy mismo por favor.

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7022333000082104672

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HOUSTON, TX 77022
November 3, 2022, 5:14 pm
- Arrived at USPS Regional Facility**
NORTH HOUSTON TX DISTRIBUTION CENTER
November 4, 2022, 1:08 pm
- Arrived at USPS Regional Facility**
CORPUS TX DISTRIBUTION CENTER
November 3, 2022, 5:17 pm
- Track Tracking History**

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Your item was delivered to an individual at the address at 5:14 pm on November 6, 2023 in HOUSTON, TX 77022.

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