

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

DEED OF TRUST

Date: JANUARY 19, 2024

Grantor: ISOMERTX, LLC, A TEXAS LIMITED LIABILITY COMPANY
Grantor's Mailing Address: 3225 MCLEOD DRIVE #100
LAS VEGAS, NEVADA 87121

Trustee: J. FRED BAYLISS
Trustee's Mailing Address: 3000 BRIARCREST DRIVE, SUITE 211
BRYAN, TEXAS 77802

Beneficiary: MANU PATEL
Beneficiary's Mailing Address: 1724 HEATH DRIVE
COLLEGE STATION, TEXAS 77845

Note(s)

Date: JANUARY 19, 2024
Amount: TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)
Maker: ISOMERTX, LLC, A TEXAS LIMITED LIABILITY COMPANY
Payee: MANU PATEL
Final Maturity Date: ON OR BEFORE JULY 19, 2024
Terms of Payment: AS PROVIDED IN SAID NOTE

Property (including any improvements):
(5722 W. 43RD STREET, HOUSTON, HARRIS COUNTY, TEXAS 77092)

LOT 8, BLOCK 2, OAK FOREST, SECTION SEVENTEEN, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 49, PAGE 45, MAP RECORDS OF HARRIS COUNTY, TEXAS.

Prior Lien(s) (including recording information): NONE

Other Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject to any and all covenants, restrictions, easements, right-of-way, mineral or royalty reservations and/or conveyances, and mineral leases, if any, in Grantor's chain of title, applicable to and enforceable against the above described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of HARRIS County, Texas.

For value received and to secure payment of the Note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due, and provide Beneficiary paid tax receipts;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;

- c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
 6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
 7. keep any buildings occupied as required by the insurance policy;
 8. if this is not a first lien, pay all prior lien Notes that Grantor is personally liable to pay and abide by all prior lien instruments; and
 9. **keep all surface water rights and underground water rights appurtenant to the mortgaged premises unimpaired by conveyance, lien, sale, lease, option, lease option or other agreement of any kind.**

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
5. If Grantor defaults on the Note or fails to perform any of Grantor's obligations or if default occurs on a prior lien Note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the Note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and,
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the TEXAS PROPERTY CODE as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and,
 - d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's Deed conveying the property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the property is released.
5. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.

6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this Deed of Trust, beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas Law.
8. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of the maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term Note includes all sums secured by this Deed of Trust.
11. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker is not the same person, the term Grantor shall include Maker.
13. In the event the herein described property is SOLD, TRANSFERRED, or CONVEYED prior to payment in full of this Note, then the holder hereof shall have the option of accelerating the maturity hereof and declaring the then unpaid balance and accrued interest immediately due and payable. However, in the event the holder of said indebtedness permits such conveyance, the said property shall not be conveyed without having the purchaser assume the payment of the said indebtedness.
14. Grantor represents that this Deed of Trust and the Note are given for the following purposes: The debt evidenced by the note renews and extends the balance that Grantor owes on that certain NOTE dated MAY 1, 2023, in the original principal sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, executed by **ISOMERTX, LLC, A TEXAS LIMITED LIABILITY COMPANY**, and payable to the order of **HOMETOWN CAPITAL FUNDING, LLC, A TEXAS LIMITED LIABILITY COMPANY**, said Note being more fully described in and secured by a **DEED OF TRUST** of even date therewith executed by **ISOMERTX, LLC, A TEXAS LIMITED LIABILITY COMPANY** to **CKEVAL PATEL, TRUSTEE**, for the benefit of **HOMETOWN CAPITAL FUNDING, LLC, A TEXAS LIMITED LIABILITY COMPANY**, recorded Clerk's File No. **2023-159638, REAL PROPERTY** Records of **HARRIS** County, Texas.

This Deed of Trust is subject to the Environmental Exhibit as set out on Exhibit "A" attached hereto and made a part hereof.

(SIGNATURE AND ACKNOWLEDGEMENT FOLLOWING ON NEXT PAGE)

WITNESS THE EXECUTION HEREOF as of the date first above written.

ISOMERTX, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: SYNAPTICAPITAL, INC., A NEVADA CORPORATION, ITS MANAGING MEMBER

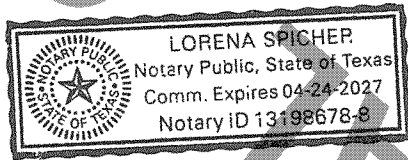
BY:

RUCHI MITHAL, PRESIDENT

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 15th day of JANUARY, 2024, by RUCHI MITHAL, PRESIDENT of SYNAPTICAPITAL, INC., A NEVADA CORPORATION, MANAGING MEMBER of ISOMERTX, LLC, A TEXAS LIMITED LIABILITY COMPANY, on behalf of said Limited Liability Company, in the capacity therein stated.


NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN RETURN TO THE LAW OFFICE OF:
J. FRED BAYLISS, P. C.
3000 BRIARCREST DRIVE, SUITE 211
BRYAN, TEXAS 77802

RP-2024-23749

UNOFFICIAL COPY

- RP-2024-23749
- (a) The premises and the operations conducted thereon do not violate any order of any court or governmental authority or Environmental Laws (as hereinafter defined);
 - (b) Without limitation of clause (a) above, the premises and the operations currently conducted thereon or, to the best knowledge of Grantors, by any prior owner or operator of the premises or by any prior owner or operator of the premises or operation are not in violation of or subject to any existing, pending or threatened action, suit, investigation, inquiry or proceeding by or before any court or governmental authority or to any remedial obligations under Environmental Laws;
 - (c) All notices, permits, licenses or similar connection with the operation or use of the premises have been duly obtained or filed;
 - (d) All hazardous substances or solid waste generated at the premises have, to the best knowledge of Grantors, in the past been transported, treated and disposed of only by carriers maintaining valid permits under RCRA (as hereinafter defined) any other Environmental Law, which carriers and facilities have been and are operating in compliance with such permits;
 - (e) Grantors have taken all steps necessary to determine and has disposed of or otherwise released and there has been no threatened release of any hazardous substances on or to the premises except in compliance with Environmental Laws; and
 - (f) Grantors have no material contingent liability in connection with any release or threatened release of any hazardous substance or solid waste into the environment.

As used in this Deed of Trust, "Environmental Laws" shall mean any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental authority pertaining to health or the environment in effect in any and all jurisdictions in which Grantors are conducting or at any time have conducted business, or where the premises is located, or where any hazardous substances generated by or disposed of by Grantors are located, including without limitation, the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, and other environmental conservation or protection laws.

EXHIBIT "A"
(DEED OF TRUST)

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Pages 6
01/23/2024 02:40 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$41.00

UNOFFICIAL COPY

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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