

Parcel No.: 01-2740-0109

1620811-LAK

DEED OF TRUST

(First Lien)

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

DATE: July 5, 2016

GRANTOR: 315 SOUTH COMMONS FORD, LLC, a Texas limited liability company
12322 Havelock Dr., Austin, TX 78759

TRUSTEE: KIM D. BROWN
609 Castle Ridge Rd., Suite 220, Austin, TX 78746

BENEFICIARY: MSS INVESTMENTS, LLC
3104 Lynnbrook Dr., Austin, TX 78748

NOTE

DATE: July 5, 2016

AMOUNT: \$416,185.00

MAKER: 315 SOUTH COMMONS FORD, LLC

PAYEE: MSS INVESTMENTS, LLC

MATURITY DATE: July 5, 2017

TERMS OF PAYMENT: As therein provided

PROPERTY (including any improvements):

Being 5.0 acres of land, more or less, out of the ROBERT HARVEY SURVEY, ABSTRACT NO. 380, situated in Travis County, Texas, and being the same tract of land conveyed to Ra Surasak Ketmayura and Ying Kanoktip Ketmayura by Warranty Deed with Vendor's Lien recorded in Volume 7736, Page 853, Deed Records of Travis County, Texas; said 5.0 acre tract being more particularly described by metes and bounds as set out in Exhibit "A", attached hereto and made a part hereof.

PRIOR LIENS (including recording information):

None.

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

None except those of record.

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
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% co-insurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. provides flood insurance at any time the Property is in a flood hazard area; and
 - e. contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80% co-insurance 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; and
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.

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, 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 event 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 five percent (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 by Beneficiary.
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 may exercise Beneficiary's rights and remedies under this paragraph without taking possession 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 are not the same person, the term "Grantor" shall include Maker.
13. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.
14. Grantor represents that this deed of trust and the note are given for the following purposes: The debt evidenced by the note hereby secured is in part payment of the purchase price of the property; the debt is secured both by this deed of trust and by a vendor's lien on the property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust.
15. If any part of the property is transferred the transferee must assume the debt and become personally liable for its payment.
16. If Grantor fails to pay any part of principal or interest secured by a prior lien or liens on the property when it becomes payable or defaults on any prior lien instrument, the debt secured by this deed of trust shall immediately become payable at the option of Beneficiary.
17. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty (30) days after notice to Grantor, Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three (3) years or less without an option to purchase.
18. Grantor represents to Beneficiary that no part of the property is either the residential or business homestead of Grantor and that Grantor neither does nor intends to reside in or conduct business on the property. Grantor renounces all present and future rights to a homestead exemption for the property. Grantor acknowledges that Beneficiary relies on the truth of representations in this paragraph in making the note.
19. At the sole option of Beneficiary, Grantor agrees to make an initial deposit and then monthly payments to a fund for taxes and insurance premiums on the property. Monthly payments will be made on the payment dates specified in the note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes and insurance premiums. The fund will accrue no interest, and Beneficiary will hold it without bond in escrow and use it to pay the taxes and insurance premiums on behalf of Grantor. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to the next monthly deposits until the excess is exhausted or refund it to Grantor. "Excess" is defined for this provision as an amount exceeding the monthly payment multiplied by the number of months remaining in the calendar year, plus the monthly payment amount multiplied by two. Before Grantor makes the final payment on the note, Beneficiary will credit to that payment the whole amount then in the fund, or, at Beneficiary's option, refund it after the note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid under paragraph 3 of "Trustee's Duties." If the property is transferred, any balance then in the fund will be still subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the payments of principal and interest provided for the note.

GRANTOR:

315 SOUTH COMMONS FORD, LLC

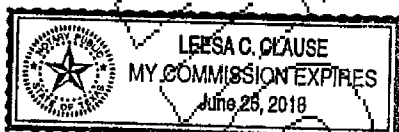
By:



HOLLIS M. DEEN, Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on July ⁵, 2016, by HOLLIS M. DEEN, Manager, as authorized representative on behalf of 315 SOUTH COMMONS FORD, LLC, a Texas limited liability company.




NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICES OF:
KIM D. BROWN, ATTORNEY, PLLC
1310 Ranch Rd. 620 So., Suite B-203
Lakeway, TX 78734

AFTER RECORDING, RETURN TO:

KIM D. BROWN, ATTORNEY, PELC
Attn: Documents
1310 Ranch Rd. 620 So., Suite B-203
Lakeway, TX 78734-6342

F:\REALEST\KDB 2016 Real Estate\315_South_Commons_Ford.CLO.wpd

EXHIBIT 'A'

5.0 acres out of Robert Harvey Survey No. 723, in Travis County, Texas, being the same property conveyed to Melvan D. Jordan, Jr. and wife, Eleanor W. Jordan by deed recorded in Volume 4502, Page 140, of the Deed records of Travis County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a drill hole found in a rock in the east boundary of an area reserved for a 30 foot road that runs along the west boundary of the herein described tract of the Northwest Corner hereof, from which the southeast corner of the A. Ritcherson Survey No. 12, Travis County, Texas bears No. 29deg 59min - East 373.91 feet and North 28deg 52min - West 29.21 feet,

Thence South 30deg 03min - West with the east boundary of the area reserved for said road 340.1 feet to a spike found under fence for the southwest corner hereof, said point being also in the northeasterly boundary of Commons Ford County Road;

Thence with the northeasterly line of the Commons Ford Road and the South line of the herein described 5.0 acre tract, said line being along the south line of the above mentioned 26.55 acre tract, courses number 1-3 inclusive as follows: (1) South 37 deg 15min - East 24.6 feet to an iron pipe found; (2) South 22 deg 35min - East 517.11 feet to an iron pin set in the northeasterly line of Commons Ford Road for the Southeast corner hereof;

Thence through the interior of said 26.55 acre tract North 30deg 33min - East 663.86 feet to an iron pin set for the northeast corner in the southwesterly boundary of Lake Ridge Estates Section Three, a subdivision in Travis County, Texas, as recorded in Plat Book 38, Page 27, of the Plat records of Travis County, Texas.

Thence with the southwesterly boundary of said subdivision North 60deg 01min - West 439.45 feet to a drill hole in a rock and POINT OF BEGINNING of this survey, containing 5.00 acres of land more or less.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

July 12 2016 08:31 AM

FEE: \$ 46.00 2016111017

No.: 01-2740-0109
1620811-LAK

DEED OF TRUST
(Second Lien)

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.

DATE: July 5, 2016

GRANTOR: 315 SOUTH COMMONS FORD, LLC, a Texas limited liability company
12322 Havelock Dr., Austin, TX 78759

TRUSTEE: KIM D. BROWN
1310 Ranch Rd. 620 So., Suite B-203, Lakeway, TX 78734

BENEFICIARY: RA SURASAK KETMAYURA and YING KANOKTIP KETMAYURA
P.O. Box 2352, Manóhaca, TX 78652

NOTE

DATE: July 5, 2016

AMOUNT: \$635,000.00

MAKER: 315 SOUTH COMMONS FORD, LLC

PAYEE: RA SURASAK KETMAYURA and YING KANOKTIP KETMAYURA

MATURITY DATE: January 2, 2016

TERMS OF PAYMENT: As therein provided

PROPERTY (including any improvements):

Being 5.0 acres of land, more or less, out of the ROBERT HARVEY SURVEY, ABSTRACT NO. 380, situated in Travis County, Texas, and being the same tract of land conveyed to Ra Surasak Ketmayura and Ying Kanoktip Ketmayura by Warranty Deed with Vendor's Lien recorded in Volume 7736, Page 853, Deed Records of Travis County, Texas; said 5.0 acre tract being more particularly described by metes and bounds as set out in Exhibit "A", attached hereto and made a part hereof.

PRIOR LIENS (including recording information):

A first lien deed of trust of even date herewith to KIM D. BROWN, TRUSTEE, securing the payment by Grantor to MSS INVESTMENTS, LLC of a real estate lien note in the original principal sum of \$416,185.00

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

None except those of record.

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;
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% co-insurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. provides flood insurance at any time the Property is in a flood hazard area; and
 - e. contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80% co-insurance 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; and
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.

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, 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 event 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 five percent (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 by Beneficiary.
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.
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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 may exercise Beneficiary's rights and remedies under this paragraph without taking possession 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.

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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 are not the same person, the term "Grantor" shall include Maker.
13. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.
14. Grantor represents that this deed of trust and the note are given for the following purposes: The debt evidenced by the note hereby secured is in part payment of the purchase price of the property; the debt is secured both by this deed of trust and by a vendor's lien on the property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust.
15. If any part of the property is transferred the transferee must assume the debt and become personally liable for its payment.
16. If Grantor fails to pay any part of principal or interest secured by a prior lien or liens on the property when it becomes payable or defaults on any prior lien instrument, the debt secured by this deed of trust shall immediately become payable at the option of Beneficiary.
17. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty (30) days after notice to Grantor, Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three (3) years or less without an option to purchase.
18. Grantor represents to Beneficiary that no part of the property is either the residential or business homestead of Grantor and that Grantor neither does nor intends to reside in or conduct business on the property. Grantor renounces all present and future rights to a homestead exemption for the property. Grantor acknowledges that Beneficiary relies on the truth of representations in this paragraph in making the note.

GRANTOR:

315 SOUTH COMMONS FORD, LLC, a Texas
limited liability company

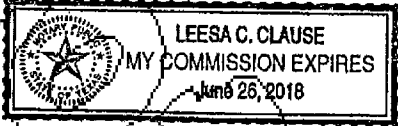
By:


HOLLIS M. DEEN, Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on July 5, 2016, by HOLLIS M. DEEN, Manager, as authorized representative on behalf of 315 SOUTH COMMONS FORD, LLC, a Texas limited liability company.



NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICES OF:
KIM D. BROWN, ATTORNEY, PLLC
1310 Ranch Rd. 620 So., Suite B-203
Lakeway, TX 78734

AFTER RECORDING, RETURN TO:

KIM D. BROWN, ATTORNEY, PLLC
Attn: Documents
1310 Ranch Rd. 620 So., Suite B-203
Lakeway, TX 78734-6342

F:\REALESTATE\2016 Real Estate\315_South_Commons_Ford.CEO.wpd

UNRECORDED DOCUMENTS

EXHIBIT 'A'

5.0 acres out of Robert Harvey Survey No. 723, in Travis County, Texas, being the same property conveyed to Melvan D. Jordan, Jr. and wife, Eleanor W. Jordan by deed recorded in Volume 4502, Page 140, of the Deed records of Travis County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a drill hole found in a rock in the east boundary of an area reserved for a 30 foot road that runs along the west boundary of the herein described tract of the Northwest Corner hereof, from which the southeast corner of the A. Ritcherson Survey No. 12, Travis County, Texas bears No. 29deg 59min - East 373.91 feet and North 28deg 52min - West 29.21 feet,

Thence South 30deg 03min - West with the east boundary of the area reserved for said road 340.1 feet to a spike found under fence for the southwest corner hereof, said point being also in the northeasterly boundary of commons Ford County Road;

Thence with the northeasterly line of the Commons Ford Road and the South line of the herein described 5.0 acre tract, said line being along the south line of the above mentioned 26.55 acre tract, courses number 1-3 inclusive as follows: (1) South 37 deg 15min - East 24.6 feet to an iron pipe found; (2) South 22 deg 35min - East 517.11 feet to an iron pin set in the northeasterly line of Commons Ford Road for the Southeast corner hereof;

Thence through the interior of said 26.55 acre tract North 30deg 33min - East 663.86 feet to an iron pin set for the northeast corner in the southwesterly boundary of Lake Ridge Estates Section Three, a subdivision in Travis County, Texas, as recorded in Plat Book 38, Page 27, of the Plat records of Travis County, Texas.

Thence with the southwesterly boundary of said subdivision North 60deg 01min - West 439.45 feet to a drill hole in a rock and POINT OF BEGINNING of this survey, containing 5.00 acres of land more or less.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

July 12 2016 08:31 AM

FEE: \$ 46.00 2016111018

Recording Requested By:
OCWEN LOAN SERVICING, LLC

When Recorded Return To:

LIEN RELEASE
OCWEN LOAN SERVICING, LLC
240 TECHNOLOGY DRIVE
IDAHO FALLS, ID 83401



RELEASE OF LIEN

OCWEN LOAN SERVICING, L.L.C. #0706436169 "KETMAYURA" Lender ID:CO-2735 Travis, Texas
KNOW ALL MEN BY THESE PRESENTS that, for value received, Deutsche Bank National Trust Company, as Trustee for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2007-NC4 Mortgage Pass Through Certificates, Series 2007-NC4 by Ocwen Loan Servicing, LLC, its Attorney-in-Fact holder of the Deed of Trust, whose parties, dates and recording information are below, does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust in Travis County, State of Texas.

Original Borrower: YING KANOKTIP KETMAYURA AND RA SURASAK KETMAYURA
Original Beneficiary: AMERICAN HOMEFRONT MORTGAGE FUNDING
Dated: 11/15/2006 Recorded: 11/21/2006 in Book/Reel/Liber: NA Page/Folio: NA as Instrument No.: 2006224908

Legal Description: As Referenced on Original Recorded Document

Property Address: 315 S. COMMONS FORD ROAD, AUSTIN, TX 78733

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2007-NC4 Mortgage Pass Through Certificates, Series 2007-NC4 by Ocwen Loan Servicing, LLC, its Attorney-in-Fact, whose address is 1661 WORTHINGTON RD, SUITE 100, WEST PALM BEACH, FL 33409, by the officer duly authorized, has duly executed the foregoing instrument.

Deutsche Bank National Trust Company, as Trustee for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2007-NC4 Mortgage Pass Through Certificates, Series 2007-NC4 by Ocwen Loan Servicing, LLC, its Attorney-in-Fact POA: 04/08/2014 as Instrument No.: 214049904

On ~~AUG 04 2016~~

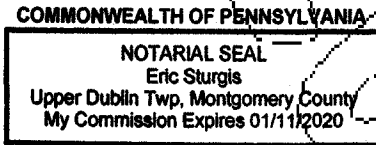
By: *Jennifer Price*
Jennifer Price, Authorized Signer

STATE OF Pennsylvania
COUNTY OF Montgomery

On ~~AUG 04 2016~~, before me, ERIC STURGIS, a Notary Public in and for Montgomery in the State of Pennsylvania, personally appeared Jennifer Price, Authorized Signer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Eric Sturgis
ERIC STURGIS
Notary Expires: 01/11/2020 #1295560



(This area for notarial seal)

*NIB*NIBGMAC*08/03/2016 11:28:43 AM* GMAC40GMAC000000000000004949826* TXTRAVI* 0706436169 TXSTATE_TRUST_REL NPIF *GER*GERGMAC*



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
August 10 2016 08:30 AM

ELECTRONICALLY RECORDED

2017049643

TRV

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PGS

Release of Lien

Basic Information

15077C/MGD/1700780LAK
Date: February 28, 2017

Holder of Note and Lien: MSS Investments, LLC, a Texas limited liability company

Holder's Mailing Address:

MSS Investments, LLC
3014 Lynnbrook Dr.
Austin, TX 78748

Note

Date: July 5, 2016

Original principal amount: \$416,185.00

Borrower: 315 South Commons Ford, LLC, a Texas limited liability company

Lender: MSS Investments, LLC, a Texas limited liability company

Maturity date: July 5, 2017

Note and Lien Are Described in the Following Documents ("Lien Documents"):

1. Deed of Trust (First Lien) dated July 5, 2016 from 315 South Commons Ford, LLC, a Texas limited liability company to Kim Brown, Trustee, securing the payment of one promissory note of even date therewith in the original principal amount of FOUR HUNDRED SIXTEEN THOUSAND ONE HUNDRED EIGHTY FIVE AND 00/100 DOLLARS (\$416,185.00) payable to MSS Investments, LLC, a Texas limited liability company, together with all other indebtedness of any kind whatsoever secured or to be secured thereby, and the terms, conditions and stipulations contained therein. Deed of Trust of record under Document Number 2016111017 of the Official Public Records of Travis County, Texas.
2. Vendor's Lien retained in Deed dated July 5, 2016 from Ra Surasek Ketmayura and Ying Kanoktip Ketmayura to 315 South Commons Ford, LLC recorded under Document Number 2016111016 of the Official Public Records of Travis County, Texas.

Property (including any improvements):

See Exhibit "A".

Release of Lien and Security Interests

Holder is the owner and holder of the Note and Lien.

Holder releases the Property from all liens and security interests held by Holder granted in the Lien Documents.

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

MSS Investments, LLC, a Texas limited liability company,

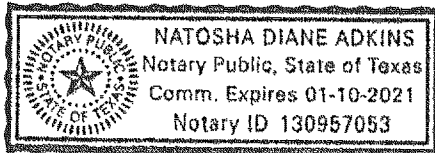
S. Stasey
S. Stasey, Managing Member

STATE OF TEXAS

COUNTY OF TRAVIS

Before me, on this day personally appeared S. Stasey, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that S. Stasey executed the same as the act of MSS Investments, LLC, a Texas limited liability company, as its Managing Member, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of February, 2017.



Natosha Adkins
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Independence Title
File 1700780-LAK 315 S. Commons Ford Road, Austin, TX 78733
1913 RR 620 S, Suite 101
Austin, TX 78734

EXHIBIT "A"
LEGAL DESCRIPTION

BEING 5.00 ACRES OF LAND, OUT OF THE ROBERT HARVEY SURVEY, SURVEY NUMBER 728, ABSTRACT NUMBER 380, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN 315 SOUTH COMMONS FORD, LLC 5.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2016111016, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 5.00 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in the southerly line of Lake Ridge Estates Section 3, a subdivision recorded in Volume 38; Page 27, Plat Records, said county, at an angle corner in the westerly line of Woodlake Trails, a subdivision recorded in Volume 69, Page 49, Plat Records, said county, same being the northeast corner of said 5.00 acre tract, for the northeast corner hereof;

THENCE South 30 degrees 35 minutes 50 seconds West, along the westerly line of said Woodlake Trails and the easterly line of said 5.00 acre tract, 663.86 feet to a point in the northerly right-of-way line of S. Commons Ford Road, at the southwest corner of said Woodlake Trails, same being the southeast corner of said 5.00 acre tract, for the southeast corner hereof, from which an iron rod found bears, South 20 degrees 35 minutes 50 seconds West, 1.51 feet;

THENCE along said right-of-way line and the southerly line of said 5.00 acre tract, North 22 degrees 35 minutes 00 seconds West, 517.11 feet to a point and North 37 degrees 15 minutes 00 seconds West, 24.60 feet to a point in said line, in the easterly line of a called 30 foot area reserved for a roadway, same being the southwest corner of said 5.00 acre tract, for the southwest corner hereof;

THENCE North 30 degrees 11 minutes 11 seconds East, along the easterly line of said reserved roadway and the westerly line of said 5.00 acre tract, 339.99 feet to a cotton gin spindle found in the southerly line of said Lake Ridge Estates, same being the northwest corner of said 5.00 acre tract, for the northwest corner hereof;

THENCE South 60 degrees 01 minutes 00 seconds East, along the southerly line of said Lake Ridge Estates and the northerly line of said 5.00 acre tract, 439.21 feet to the POINT OF BEGINNING.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 29 2017 12:56 PM

FEE: \$ 34.00 2017049643