

Cause No. _____

Danmaisoro Capital LLC,
Plaintiff(s),

v.

BFSR4 LLC,
Defendant(s),

§ IN THE DISTRICT COURT OF
§
§
§
§ HARRIS COUNTY, TEXAS
§
§
§
§
§ _____ JUDICIAL DISTRICT
§

**PLAINTIFF'S ORIGINAL PETITION FOR DECLARATORY JUDGMENT AND
APPLICATION FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF**

TO THE HONORABLE JUDGE OF THE COURT:

NOW COMES Danmaisoro Capital LLC, the Plaintiff, complaining of Defendant, BFSR4 LLC and would show the Court the following:

Discovery Control Plan

1. Danmaisoro Capital LLC proposes that discovery in this case be conducted under Discovery Control Plan Level 2. Tex. R. Civ. P. 190.3

Parties

2. DANMAISORO CAPITAL LLC is a Texas LLC whose principal place of business is in HARRIS County Texas. Maamun Danmaisoro is a managing member of Danmaisoro Capital LLC.
3. Defendant, BFSR4 LLC is a national Bank and may be served with process by and through its registered agent, Registered Agent Solutions, Inc., at 211 E. 7th St. Suite 620, Austin, Texas 78744.

Venue and Jurisdiction

4. This Court has jurisdiction over the subject matter of this case because the amount in controversy exceeds this Court's minimum jurisdictional requirements.
5. The Court has personal jurisdiction over the Defendant under Sec. 17.003 of the Texas Civil Practices and Remedies Code, because the real property, the subject of this lawsuit, is located in Texas.

6. Venue in HARRIS County, Texas is proper in this cause under Section 15.011 of the Texas Civil Practice and Remedies Code because the real property, the subject of this lawsuit, is situated in HARRIS County, Texas.

Brief Summary

7. The April 1, 2025, scheduled substitute trustee sale of the Property (the “Substitute Trustee Sale”) is unlawful, because the Defendant breached the Deed of Trust by refusing and failing to give the Plaintiff an accurate, itemized, payoff statement, so that the Plaintiff could pay off the Note before April 1, 2025.

Factual Background

The Property

8. The Plaintiff is the owner of the property located at 711 Doverside Street, Houston, Texas 77022. (“Property” or “real property”).

Deed of Trust.

9. December 4, 2023, the Plaintiff closed on a loan for \$226,171.19 secured by a Deed of Trust (DOT). See Exhibit A
10. The original mortgagee is Boomerang Finance SUB-REIT LLC.
11. The original trustee is Boomerang Acceptance LLC.
12. BFSR4 LLC, is the current mortgagee.
13. Boomerang Capital Partners LLC, is the current loan servicer.
14. Attorneys of Miller, George & Suggs, PLLC, are designated as the purported current trustee.
15. According to a recent Broker’s Price Opinion, the value of the property is \$250,000.00.
16. The Plaintiff does not know the payoff. The Payoff amount is roughly \$140,000.
17. Maamun Danmaisoro, the managing member of Danmaisoro Capital LLC, believes the Plaintiff has equity in the Property.
18. Recently, the purported current trustee posted a Substitute Trustee Sale Notice in the HARRIS County Clerk’s Office.
19. The Plaintiff has never applied for a TRO or filed bankruptcy to stop this lender from foreclosing on this property.
20. The Plaintiff has a buyer ready, willing, and able, to enter a purchase contract that will close within 30 days and pay off the Defendant in full, provided the April 1, 2025, scheduled substitute trustee sale is canceled and provided the Defendant provides an exact payoff.

21. In the past three months the Defendant quoted to the Plaintiff vastly different payoff estimates, raising doubts about the accuracy of the estimates.
22. Friday, March 21, 2025, the Plaintiff requested from the Defendant a written, accurate and itemized payoff statement and explained that the Plaintiff had a buyer ready, willing, and able to enter a purchase contract that would close within 10 days and pay off the Defendant in full, provided the April 1, 2025, sale is canceled.
23. Since Plaintiff has requested an itemized payoff statement and tendered paying off the Loan, the Defendant has not sent the Plaintiff an itemized payoff statement.
24. If the April 1, 2025, substitute trustee sale transpires, the Plaintiff stands to suffer irreparable harm, because the Plaintiff will lose title to its property and any equity in the Property.

Arguments

Breach of Contract

25. The April 1, 2025, scheduled Substitute Trustee Sale is unlawful because the Defendant breached the Deed of Trust, by refusing and failing to give Plaintiff an accurate, itemized payoff statement, so that the Plaintiff could pay off the Note before April 1, 2025.
26. The essential elements of a breach of contract action are: (1) the existence of a valid contract; (2) performance or tendered performance by the plaintiff; (3) breach of the contract by the defendant; and (4) damages sustained by the plaintiff as a result of the breach. *Hussong v. SCHWAN'S SALES ENTERPRISES, INC.*, 896 S.W.2d 320, 326 (Tex.App. Houston [1st Dist.] 1995, no writ).
27. The Deed of Trust is a valid contract.
28. The Defendant's conduct delineated above, in not providing the Plaintiff an accurate, itemized payoff statement, so that Plaintiff could pay off the Note before April 1, 2025, amounts to a breach of contract.
29. The First Court of Appeals of Texas stated that when contracts have independent terms or subsidiary terms, the breach of one term by one party of an independent or subsidiary term does not relieve the other party from performance. *See Earl Hayes Rents Cars & Trucks v. Houston*, 557 S.W.2d 316e, 320 (Ct of Ap. Tex, First Distr. 1977).
30. Under the Deed of Trust and contract law jurisprudence, if one party tenders performance, but the second party prevents performance, the second party is in breach. *Southwell v. Univ. of Incarnate Word*, 974 S.W.2d 351, 354–55 (Tex.App.-San Antonio 1998, pet. denied).

31. As a result of the Defendant's breach, the Plaintiff cannot pay off the Note before April 1, 2025.

32. If the April 1, 2025, substitute trustee sale transpires, the Plaintiff stands to suffer irreparable harm, because the Plaintiff will lose title to its Property and any equity in the Property.

Conditions Precedent

33. Pursuant to Rule 54 of the Texas Rules of Civil Procedure, all conditions precedent have been performed or have occurred.

Request for Temporary Restraining Order

34. Plaintiff requests the Court to dispense with the issuance of a bond, and Plaintiff requests that the Defendant be temporarily restrained, without hearing, and upon notice and hearing be temporarily enjoined, pending further order of this Court, from foreclosing on the Deed of Trust.

35. If a temporary restraining order is not issued today, the Defendant will sell the Plaintiff's Property and the Plaintiff will be irreparably harmed as stated in the attached affidavit.

36. The Plaintiff is likely to succeed on the merits because, as stated above, the Defendant breached the DOT by refusing and failing to give Plaintiff an accurate, itemized payoff statement, so that the Plaintiff could pay off the Note before April 1, 2025.

37. Granting the temporary restraining order is in the public interest, because enforcing contracts and discouraging foreclosures are in the public interest.

38. The Defendant may simply foreclose in 30 days, or recoup whatever expenses incurred by not foreclosing from the Plaintiff, which is permitted by the Deed of Trust; therefore, the potential harm to the Defendant is outweighed by the potential irreparable harm to the Plaintiff.

Request for Temporary Order

39. Plaintiff requests that the Court, after notice and a hearing, without the necessity of a bond and to make temporary orders and issue any appropriate temporary injunctions deemed necessary and equitable by the Court.

Attorney's Fees

40. Under Section 37.009, Tex Civ. Prac. & Rem Code, the Plaintiff requests that the Court award him costs and reasonable and necessary attorneys' fees as are equitable and just against Defendants.

Prayer

WHEREFORE, PREMISES CONSIDERED, the Plaintiff prays for the following:

41. Prayer for Declaratory Relief

42. WHEREFORE Plaintiff prays that after notice and hearing the Court declares the Substitute Trustee Sale of the Property is unlawful and must be postponed until: (a) the Defendant gives the Plaintiff an accurate, itemized payoff statement, so that the Plaintiff could pay off the Note in April 2025.

43. Prayer for Relief

WHEREFORE Plaintiff prays that the Court immediately grants a temporary restraining order restraining Defendant, in conformity with the allegations of this Plaintiff, from the acts set forth above, and Plaintiff prays that, after notice and hearing, this temporary restraining order be made a temporary injunction.

1. Plaintiff prays that the Court, in addition to the temporary restraining orders and temporary injunction order prayed for above, after notice and hearing, grant a temporary injunction enjoining Defendant, in conformity with the allegations of this Petition from the acts set forth above while this case is pending, and enter temporary orders as requested above.
2. Plaintiff prays for expenses, costs and interest as allowed by law.
3. Plaintiff prays for general relief.

Respectfully submitted,

/s/ James Minerve

James Minerve
State Bar No. 24008692
13276 N Highway 183, ste. 209
Austin, Texas 78750
(888) 819-1440 (Office)
(210) 336-5867 (Cell)
(888) 230-6397 (Fax)
Email: jgm@minervelaw.com
Attorney for Plaintiff
Danmaisoro Capital LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent to the following in accordance with the Texas Rules of Civil Procedure on this 28th day of March 2025:

Registered Agent Solutions, Inc., registered agent for
BFSR4 LLC
211 E. 7th St., Suite 620
Austin, Texas 78701

/s/ James Minerve

James Minerve

Unofficial Copy Office of Marilyn Burgess District Clerk

GENERAL AFFIDAVIT


State of Texas §
County of Harris §

BEFORE ME, the undersigned Notary, Kevin Bierwirth on this 27th day of March 2025 personally appeared Maamun Danmaisoro, known to me to be a credible person of lawful age, who being by me first duly sworn, on his oath, deposes and says:

1. I am of sound mind and capable of making this affidavit. I have personal knowledge of the facts stated below. I am a managing member of Danmaisoro Capital LLC. I understand that I can be held criminally responsible if I lie in this statement. This statement is true.
2. The April 1, 2025, scheduled substitute trustee sale of the Property (the "Substitute Trustee Sale") is unlawful, because the Defendant breached the Deed of Trust by refusing and failing to give me an accurate, itemized, payoff statement, so that Danmaisoro Capital LLC could pay off the Note before April 1, 2025.
3. Danmaisoro Capital LLC is the owner of the property located at 711 Doverside Street, Houston, Texas 77022. ("Property" or "real property").
4. December 4, 2023, Danmaisoro Capital LLC closed on a loan for \$226,171.19 secured by a Deed of Trust (DOT). See Exhibit A
5. The original mortgagee is Boomerang Finance SUB-REIT LLC.
6. The original trustee is Boomerang Acceptance LLC.
7. BFSR4 LLC, is the current mortgagee.
8. Boomerang Capital Partners LLC, is the current loan servicer.
9. Attorneys of Miller, George & Suggs, PLLC, are designated as the purported current trustee.
10. According to a recent Broker's Price Opinion, the value of the property is \$250,000.00.
11. I do not know the payoff. The Payoff amount is roughly \$140,000.
12. I believe Danmaisoro Capital has equity in the Property.
13. Recently, the purported current trustee posted a Substitute Trustee Sale Notice in the HARRIS County Clerk's Office.
14. Danmaisoro Capital LLC has never applied for a TRO or filed bankruptcy to stop this lender from foreclosing on this property.

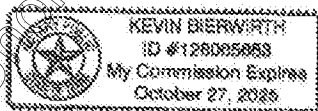
GENERAL AFFIDAVIT continued


15. I have a buyer ready, willing, and able, to enter a purchase contract that will close within 30 days and pay off the Defendant in full, provided the April 1, 2025, scheduled substitute trustee sale is canceled and provided the Defendant provides an exact payoff. See Exhibit B
16. In the past three months the Defendant quoted me vastly different payoff estimates, raising doubts about the accuracy of the estimates.
17. Friday, March 21, 2025, I requested from the Defendant a written, accurate and itemized payoff statement and explained that Danmaisoro Capital LLC has a buyer ready, willing, and able to enter a purchase contract that will close within 10 days and pay off the Defendant in full, provided the April 1, 2025, sale is canceled.
18. Since I have requested an itemized payoff statement and tendered paying off the Loan, the Defendant has not sent me an itemized payoff statement.
19. If the April 1, 2025, substitute trustee sale transpires, Danmaisoro Capital LLC stands to suffer irreparable harm, because Danmaisoro Capital LLC will lose title to its property and any equity in the Property

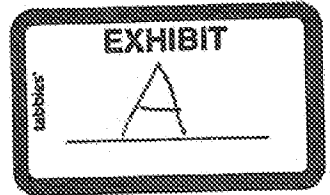

Maamun Danmaisoro
711 Doverside Street
Houston, Texas 77022

State of Texas §
County of Harris §

Sworn to and subscribed before me on the 27th day of March 2025, by Maamun Danmaisoro.




Notary Public, State of Texas
My Commission Expires: _____



(Loan Number: L5768)

ATTENTION COUNTY RECORDER: THIS INSTRUMENT IS INTENDED TO BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 9.502(C) OF THE TEXAS BUSINESS AND COMMERCE CODE. PORTIONS OF THE GOODS COMPOSING A PART OF THE COLLATERAL ARE OR ARE TO BECOME FIXTURES RELATED TO THE LAND DESCRIBED IN EXHIBIT A HERETO. THIS INSTRUMENT IS TO BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS OF Harris, TEXAS AND SHOULD BE INDEXED AS BOTH A DEED OF TRUST AND AS A FINANCING STATEMENT COVERING FIXTURES. THE ADDRESSES OF BORROWER (DEBTOR) AND LENDER (SECURED PARTY) ARE SPECIFIED IN ARTICLE 16 OF THIS INSTRUMENT.

THIS DEED OF TRUST SECURES CREDIT IN THE ORIGINAL PRINCIPAL AMOUNT OF ONE HUNDRED AND TWENTY ONE THOUSAND AND FIVE HUNDRED DOLLARS (\$121,500.00) LOANS AND ADVANCES UP TO THIS AMOUNT TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES, DEED OF TRUST, AND LIENS.

THIS DEED OF TRUST CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS AND SECURES OBLIGATIONS CONTAINING PROVISIONS FOR CHANGES IN INTEREST RATES, EXTENSIONS OF TIME FOR PAYMENT AND OTHER MODIFICATIONS IN THE TERMS OF SUCH OBLIGATIONS.

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS

THIS DEED OF TRUST is made December 4, 2023, by Danmaisoro Capital LLC, a Texas limited liability company, ("Borrower" or "Grantor"), whose address is 3515 W Dallas St Houston TX, 77019; unto Boomerang Acceptance, LLC, as trustee, having an address at PO Box 20130, Mesa, AZ 85277 ("Trustee"); for the benefit of Boomerang Finance SUB-REIT LLC, a Delaware limited liability company (the "Lender" or "Beneficiary"), with a mailing address of 2152 S Vineyard, Suite #105 Mesa, AZ 85210.

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the real property located in the County of Harris, State of Texas described on Schedule A ("Land"), attached hereto and incorporated herein by this reference, together with all of the following (collectively "Property"):

A. all existing and future easements and rights affording access to the Land;

B. all buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements");

C. all existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements;

D. all existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions (collectively, "Leases") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such Leases;

E. all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust;

F. all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements;

G. all of Borrower's interest in and to the Note (defined below) funds, whether disbursed or not, and any of Borrower's funds now or later to be held by or on behalf of Lender;

H. all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Borrower with third parties (including all utility deposits), escrow funds, escrow accounts, contract rights, management agreements, construction agreements or contracts, franchise agreements, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Lender), which arise from or relate to construction on the Land, occupancy, management, operation, or to any business now or hereafter to be conducted on it, or to the Land and Improvements generally;

I. all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds from the sale or other disposition of the Land, Improvements or other property described herein, including, but not limited to, all present and future Leases, Sales Contracts (defined below), rights to payment of money as well as proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body

or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

J. all books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory;

K. all trade names and trademarks;

L. any and all contracts and agreements for the sale of all or any portion of the Property and all rights to any and all earnest money deposits, sales proceeds and all other payments now or hereafter due thereunder ("Sales Contracts"). Borrower represents and warrants that there are no Sales Contracts affecting the Property;

M. all of Borrower's right, title and interest in and to any homeowners' association or other joint ownership association, now or hereafter formed pursuant to a declaration (the "Association") and interest in any common areas or common elements of the Property owned by the Association;

N. all proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

O. all other real property interests whether now owned or hereafter acquired by Borrower.

2. Note and Other Obligations Secured. This Deed of Trust is given to secure to Lender:

A. the repayment of the indebtedness evidenced by that certain commercial promissory note ("Note") made by Danmaisoro Capital LLC, a Texas limited liability company, dated of even date, in the original principal amount of ONE HUNDRED AND TWENTY ONE THOUSAND AND FIVE HUNDRED DOLLARS (\$121,500.00) or such amount as has been disbursed by Lender, which amount is due and payable, with interest stated in the Note and all other charges, fees, costs and the like due thereunder on or before **June 4, 2024**, ("Maturity Date").

B. the performance of the covenants and agreements of Borrower herein contained and in any other document evidencing or securing the indebtedness under the Note (the "Loan Documents").

C. the performance of Sabir Danmaisoro and Maamun Danmaisoro and Hafsat Danmaisoro ("Guarantor" whether one or more) of that certain Guaranty Agreement dated of even date.

D. the performance of any and all other present and future obligations that Borrower or Guarantor, as well as any and all entities in which Borrower, Guarantor, or their respective principals have an ownership or management interest (collectively "Borrower Affiliated Parties"), owe to Lender or entities associated with Lender.

E. repayment of all indebtedness and other amounts owed and the performance of all other obligations, covenants, conditions, agreements, representations, warranties and other liabilities of the Borrower or Borrower Affiliated Parties owing to the Lender or entities associated with Lender of every type and description, whether now existing or hereafter arising, fixed or contingent, as primary obligor or as guarantor or surety, acquired directly or by assignment or otherwise, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced including, without limitation, the indebtedness under all loans, advances and other extensions of credit made to or for the account of the Borrower or Borrower Affiliated Parties and owing to Lender or an entity affiliated with Lender (collectively, the "Obligations"), whether such Obligations are made pursuant to a commitment, made at the option of the Lender, made after a reduction to zero or other balance, made pursuant to a revolving credit agreement, or made otherwise. The term "Obligations" shall include, without limitation, the loan or loans (collectively, whether one or more, the "Loan") evidenced by the note(s), loan agreement(s), guarantee(s), and other documents and agreements given, made and/or entered into by any Borrower Affiliated Party in favor of Lender or entities associated with Lender.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year and the matters described on Schedule B, attached hereto and incorporated herein.

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts disbursed by Lender pursuant to paragraph 9, and the balance in accordance with the terms and conditions of the Note.

6. Prior Mortgages and Deed of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in this Deed of Trust or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed. Borrower shall not permit any lien to attach to the Property pursuant to Section 61 of the Texas Labor Code. Borrower covenants and agrees to provide Lender with copies of any notices or orders received by Borrower from the Texas Workforce Commission or any court in connection with any wage claim under Section 61 of the Texas Labor Code.

7. Property Insurance. Borrower shall keep the Property and any Improvements now existing or

hereafter erected on the Property, if any, insured in a manner required by Lender in its reasonable business judgment. All insurance policies shall (i) be issued by an insurance company having a rating of "A" VII or better by A.M. Best Co., in Best's Rating Guide, (ii) name Lender as an additional insured on all liability insurance and as mortgagees and loss payees on all casualty insurance, as their respective interests may appear, (iii) provide that Lender is to receive thirty (30) days' written notice prior to cancellation, (iv) not be covered by blanket policies unless the coverage is specifically approved by Lender, (v) be evidenced by a certificate of insurance to be held by Lender, and (vi) be in form and amounts acceptable to Lender. Self insuring risks is not allowed and will be considered an Event of Default hereunder.

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.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible as determined by Lender in its sole discretion and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraph 4 (Payment of Principal and Interest) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall be automatically assigned to Lender without additional documentation.

TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE:

(A) BORROWER IS REQUIRED TO: (i) KEEP THE PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT LENDER SPECIFIES; (ii) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (iii) NAME LENDER AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS; (B) BORROWER MUST, IF REQUIRED BY LENDER, DELIVER TO LENDER A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (C) IF BORROWER FAILS TO MEET ANY REQUIREMENT LISTED IN PARAGRAPH (A) OR (B), LENDER MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF BORROWER AT BORROWER'S EXPENSE.

8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and

shall not commit waste or permit impairment or deterioration of the Property. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

Borrower shall not use, and Borrower shall not permit any tenant to use, the Property, nor any portion thereof, nor has the Property ever been used, for the generation, manufacture, refinement, transport, treatment, spill, disposal or storage of any hazardous materials.

9. Protection of Lender's Security. If the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially and adversely affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such actions as are necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the property or by law or otherwise to cure any default under said prior encumbrance. Lender may also advance sums under the Note to satisfy any and all other liens and encumbrances against the Property and such sums advanced will be additional obligations of Borrower secured by this Deed of Trust.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon at eighteen percent (18%) per annum, shall become additional indebtedness of Borrower secured by this Deed of Trust which amounts are due on demand. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest. Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, and all businesses conducted thereon, provided that Lender shall give Borrower reasonable prior written notice to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided to the extent of the amount outstanding under the Note.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of this taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and the Prior Deed of Trust (except taxes) that are to receive any of the award, all at the value immediately prior to the

date of taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) nor change the amount of such installments.

12. Borrower Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the Borrower under the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 23 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. Notice. Any notice required or permitted to be given herein shall be in writing and shall be deemed given:

- (a) Upon personal delivery;
- (b) The day after delivery of such notice to a courier service which guarantees next business day delivery; or
- (c) two days following depositing such notice with the United States Mail service, certified mail, postage prepaid and addressed to the appropriate party.

For purposes of notice, the following addresses shall be appropriate until the same are changed through written notice given in accordance with this paragraph:

If to Borrower: Danmaisoro Capital LLC 3515 W Dallas St Houston TX 77019	If to Lender: Boomerang Finance SUB-REIT LLC 2152 S Vineyard Suite #105 Mesa, AZ 85210
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17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Texas. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

18. Acceleration; Foreclosure; Other Remedies.

A. Foreclosure. In the event of default in the payment of any installment, principal, or interest, of the Note, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantor (collectively, "Event of Default"), (Grantor hereby expressly waiving notice, notice of intention to accelerate the indebtedness secured hereby, notice of acceleration of the indebtedness evidenced hereby, presentment and demand for payment, to declare the Obligations to be immediately due and payable), then Trustee, or his successor or substitute as hereinafter provided, upon request and direction from Beneficiary shall enforce this trust by invoking the power of sale and selling the Property (or any portion thereof) at public auction in accordance with Section 51.002 of the Texas Property Code and applicable law; and after advertising the time, place (including the county) and terms of the sale of the Property for at least twenty-one (21) days preceding the date of sale by filing with the appropriate county clerk and by posting written or printed notice thereof at the courthouse of the county where the Property, or any portion thereof, to be sold is situated, which notice may be filed and posted by Trustee acting, or by any person acting for him, and Beneficiary has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each person obligated to pay the indebtedness secured hereby by the deposit of such notice, properly addressed to such obligor at such obligor's most recent address as shown by the records of Beneficiary, Trustee shall sell the Property at public auction in accordance with such notice in the area designated by the applicable County for the conduct of sales of real property under contract lien, and if no area is so designated by the County, the notice of sale shall designate an area at the courthouse where the sale is to take place. Such sale shall occur on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. (or, if the first Tuesday of the month falls on January 1 or July 4, the date of the foreclosure sale will be the first Wednesday of such month) of sale or not later than three hours after that time, to the highest bidder for cash, selling all of the Property as an entirety or in such parcels as Trustee acting may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding Grantor, its successors and

assigns; and out of the money arising from such sale, Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a reasonable fee for himself, which fee shall be due and owing in addition to the attorneys' fees provided for in the Loan Documents, and then to Beneficiary the full amount of the Obligations, attorneys' fees and other charges due and unpaid on the Note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to the persons legally entitled thereto; and the recitals in the conveyance to the purchaser or purchasers shall be prima facie evidence of the truth of the matters therein stated, and the prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantor, its successors and assigns, provided such sale and conveyance shall have been completed in accordance with the terms of this Section. It is agreed that in the event a foreclosure hereunder should be commenced by Trustee, or his substitute or successor, Beneficiary may at any time before the sale of the Property direct Trustee to abandon the sale, and may then institute suit for the collection of the Obligations, and for the foreclosure of this lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, its substitute or successor to sell the Property in accordance with the provisions of this Deed of Trust and applicable law. Beneficiary shall have the right to purchase at any sale of the Property, being the highest bidder and to have the amount for which such Property is sold credited on the debt then owing. In the event any sale is made of the Property, or any portion thereof, under the terms of this Deed of Trust, Grantor, its successors and assigns, shall upon the making of such sale surrender and deliver possession of the Property sold to the purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such purchaser, and in the event of their failure to surrender possession of said Property upon demand, purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice Court having venue or in any other court having venue. In case of any sale hereunder all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder, all statements of fact, or other recitals therein made as to the nonpayment of money secured, or as to the request to Trustee to enforce this Deed of Trust, or as to the proper and due appointment of any substitute trustee, or as to the advertisement of sale, or time, place, and manner of sale, or as to any other preliminary fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true. Beneficiary may, at its option, accomplish all or any of the aforesaid in such manner as permitted or required by Section 51.002 of the Texas Property Code relating to the sale of real property or by Chapter 9 of the Texas Business and Commerce Code relating to the sale of collateral after default by a debtor (as said section and chapter now exist or may be hereinafter amended or succeeded), or by any other present or subsequent articles or enactments relating to same. At any such sale of the Property:

(a) whether made under the power herein contained, the aforesaid Section 51.002, the Texas Business and Commerce Code, any other applicable law or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Trustee to exhibit, display or have physically present, or to have constructive possession of, the Property (Grantor shall deliver to Trustee any portion of the Property not actually or constructively possessed by Trustee immediately upon demand by Trustee), and the title to and right of possession of any such property shall pass to the purchaser thereof as

completely as if the same had been actually present and delivered to purchaser at such sale;

(b) the receipt by Trustee or of such other party or officer making the same of the full amount of the purchase money shall be sufficient to discharge the purchaser or purchasers from any further obligation for the payment thereof, and no such purchaser or purchasers, or his or their assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof;

(c) to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold, and such sale shall be a perpetual bar, both at law and in equity, against Grantor and against all other persons claiming or to claim the property sold or to any part thereof by, through or under Grantor;

(d) the sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Obligations and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; and

(e) unless Beneficiary notifies Grantor to the contrary, Grantor agrees that Beneficiary and Trustee shall proceed under the Texas Business and Commerce Code § 9.604 (relating to a security agreement covering both real and personal property), and title to all of the Property and any personal property located thereon and covered by the Loan Documents shall be conveyed to the purchaser at such public sale. Grantor agrees that notice of sale of the Property provided in this Article and pursuant to Texas Property Code § 51.002 is and shall constitute commercially reasonable notice of the sale of the Property and any personal property located thereon and covered by the Loan Documents.

B. No Conditions Precedent to Exercise of Remedies. Neither Grantor nor any other person hereafter obligated for payment of all or any part of the indebtedness secured hereby or fulfillment of all or any of the Obligations shall be relieved of such obligation by reason of (a) the failure of the Trustee to comply with any request of Grantor or any other person so obligated to foreclose the lien of this Deed of Trust or to enforce any provisions of the other Loan Documents; (b) the release, regardless of consideration, of the Property or any portion thereof or the addition of any other property to the Property; (c) any agreement or stipulation between any subsequent owner of the Property and Beneficiary extending, renewing, rearranging, or in any other way modifying the terms of the Loan Documents without first having obtained the consent of, given notice to or paid any consideration to Grantor or such other person, and in such event, Grantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Beneficiary (notwithstanding anything contained herein to the contrary, Beneficiary is under no obligation to give notice to or pay any consideration to Grantor or any other such person for any modifications, extensions, renewals or rearrangements of the Loan Documents); or (d) by any other act save and except the complete payment of the indebtedness secured hereby and the complete fulfillment of

all of the Obligations.

C. Release of and Resort to Collateral. Any part of the Property may be released by Beneficiary without affecting, subordinating or releasing the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the rearrangement, extension or renewal of the indebtedness secured hereby, or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby or affect the liability of Grantor or of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Deed of Trust, as well as any instrument given to secure any rearrangement, renewal or extension of the indebtedness secured hereby, or any part thereof, shall be and remain a first and prior lien on all of the Property not expressly released until the indebtedness secured hereby is completely paid. For payment of the indebtedness secured hereby, Beneficiary may resort to any other security therefore held by Beneficiary or Trustee in such order and manner as Beneficiary may elect.

D. Waiver. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Grantor by any present or future laws exempting the Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment; (b) any right to marshalling of assets or a sale in inverse order of alienation; (c) the exemption of homestead; and (d) the administration of estates of decedents, or other matter to defeat, reduce or affect the right of Beneficiary under the terms of this Deed of Trust to sell the Property for the collection of the indebtedness secured thereby (without any prior or different resort for collection) or the right of Beneficiary under the terms of this Deed of Trust, to the payment of the indebtedness secured hereby out of the proceeds of sale of the Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted). Grantor expressly waives and relinquishes any right or remedy which it may have or be able to assert by reason of the provisions of Chapter 34 of the Texas Business and Commerce Code pertaining to the rights and remedies of sureties. In addition, Grantor expressly waives and relinquishes any and all rights, remedies and defenses that Grantor may have or be able to assert by reason of any applicable law pertaining to the rights, remedies and defenses of guarantors, sureties and/or joint and several obligors, including, without limitation, all rights and remedies of Grantor under Rule 31 of the Texas Rules of Civil Procedure — SURETY NOT TO BE SUED ALONE, Section 17.001 of the Texas Civil Practice and Remedies Code - SUIT ON CONTRACT WITH SEVERAL OBLIGORS OR PARTIES CONDITIONALLY LIABLE and/or Section 43.002 of the Texas Civil Practice and Remedies Code - SUIT ON ACCRUED RIGHT OF ACTION.

E. Discontinuance of Proceedings. In case Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Beneficiary shall have the unqualified right so to do and, in such event, Grantor and Beneficiary shall be restored to their former positions with respect to the indebtedness secured hereby, the Obligations, the Loan Documents, the Property and otherwise, and the rights, remedies, recourses and power of Beneficiary shall continue as if the same had never been involved.

F. Deficiency Obligation. Grantor shall be liable for any deficiency remaining in the indebtedness secured hereby and the Obligations subsequent to the sale referenced in this Article.

G. Disaffirmation of Contracts. The purchaser at any Trustee's or foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract made in violation of any provisions of this Deed of Trust and may take immediate possession of the Property free from, and despite the terms of, any such grant of easement, rental, lease or other contract.

H. Receiver. Upon the occurrence of an Event of Default, Beneficiary may in person, by Beneficiary or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including without limitation the execution, cancellation or modification of Leases, the collection of Rents, the making of repairs to the Property, and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon the occurrence of an Event of Default, Grantor consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

I. Beneficiary in Possession. If an Event of Default shall have occurred under this Deed of Trust whether or not the entire debt has then been accelerated and whether or not foreclosure proceedings have been commenced, Beneficiary may, without notice to or demand (each of which, together with notice of intention to accelerate and notice of acceleration are hereby waived) upon Grantor, to the maximum extent permitted by law, take possession of the Property and while in possession of the Property, Beneficiary shall have the power to pay repair charges, taxes, insurance fees and all other expenses and add such amounts to the indebtedness secured hereby. BENEFICIARY SHALL INCUR NO LIABILITY FOR, NOR SHALL GRANTOR ASSERT ANY CLAIM OR SETOFF AS A RESULT OF, ANY ACTION TAKEN WHILE BENEFICIARY IS IN POSSESSION OF THE PROPERTY, EXCEPT ONLY FOR BENEFICIARY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In the event no foreclosure proceedings are commenced, Beneficiary may remain in possession as long as there exists an Event of Default.

J. WAIVER OF REDEMPTION. TO THE EXTENT PERMITTED BY LAW AND AS AN ADDITIONAL INDUCEMENT TO BENEFICIARY TO ADVANCE FUNDS SECURED HEREBY, GRANTOR HEREBY EXPRESSLY WAIVES AND RENOUNCES THE BENEFIT OF (I) ALL PRESENT AND FUTURE LAWS PROVIDING FOR ANY APPRAISEMENT BEFORE SALE OF THE PROPERTY, COMMONLY KNOWN AS "APPRAISEMENT LAWS," AND ALL PRESENT AND FUTURE LAWS EXTENDING IN ANY MANNER THE TIME FOR ENFORCEMENT OF COLLECTION OF THE OBLIGATIONS, COMMONLY KNOWN AS "STAY LAWS" AND "REDEMPTION LAWS"; (II) NOTICE OF ANY INTENT BY BENEFICIARY TO ACCELERATE THE MATURITY OF THE OBLIGATIONS; (III) NOTICE OF THE ACCELERATION OF THE MATURITY OF THE OBLIGATIONS; AND (IV) NOTICE OF THE COMMENCEMENT BY BENEFICIARY OF AN ACTION TO FORECLOSE THIS DEED OF TRUST. GRANTOR HEREBY

WAIVES ANY RIGHTS GRANTED BY SECTION 51.003, 51.004 AND 51.005 OF THE TEXAS PROPERTY CODE (AS SAME MAY BE AMENDED FROM TIME TO TIME). In the event an interest in any of the Property is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, Grantor agrees as follows: notwithstanding the provisions of Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as such sections now exist or may be amended or succeeded from time to time), and to the extent permitted by law, Grantor agrees that Beneficiary shall be entitled to seek a deficiency judgment from Grantor and any other party obligated under the Credit Agreement equal to the difference between the amount owing under the Credit Agreement and the amount for which the Property was sold pursuant to judicial or nonjudicial foreclosure sale. GRANTOR EXPRESSLY RECOGNIZES THAT THIS SECTION CONSTITUTES A WAIVER OF THE ABOVE CITED PROVISIONS OF THE PROPERTY CODE WHICH WOULD OTHERWISE PERMIT GRANTOR AND OTHER PERSONS AGAINST WHOM RECOVERY OF DEFICIENCIES IS SOUGHT INDEPENDENTLY (EVEN ABSENT THE INITIATION OF DEFICIENCY PROCEEDINGS AGAINST THEM) TO PRESENT COMPETENT EVIDENCE OF THE FAIR MARKET VALUE OF THE PROPERTY AS OF THE DATE OF THE FORECLOSURE SALE AND OFFSET AGAINST ANY DEFICIENCY THE AMOUNT BY WHICH THE FORECLOSURE SALE PRICE IS DETERMINED TO BE LESS THAN SUCH FAIR MARKET VALUE. GRANTOR FURTHER RECOGNIZES AND AGREES THAT THIS WAIVER CREATES AN IRREBUTTABLE PRESUMPTION THAT THE FORECLOSURE SALE PRICE IS EQUAL TO THE FAIR MARKET VALUE OF THE PROPERTY FOR PURPOSES OF CALCULATING DEFICIENCIES OWED BY GRANTOR AND OTHERS AGAINST WHOM RECOVERY OF A DEFICIENCY IS SOUGHT. Alternatively, in the event the waiver provided for above is determined by a court of competent jurisdiction to be unenforceable, the following shall be the basis for the finder of fact's determination of the fair market value of the Property as of the date of the foreclosure sale in proceedings governed by Sections 51.003, 51.004 and 51.005 of the Texas Property Code (as such sections now exist or may be amended or succeeded from time to time): (i) the Property shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Property will be repaired or improved in any manner before a resale of the Property after foreclosure; (ii) the valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Property for cash promptly (but no later than twelve (12) months) following the foreclosure sale; (iii) all reasonable closing costs customarily borne by the seller in commercial real estate transactions should be deducted from the gross fair market value of the Property, including, without limitation, brokerage commissions, title insurance, a survey of the Property, tax prorations, attorneys' fees, and marketing costs; (iv) the gross fair market value of the Property shall be further discounted to account for any estimated holding costs associated with maintaining the Property pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in (iii) above), and other maintenance, operational and ownership expenses; and (v) any expert opinion testimony given or considered in connection with a determination of the fair market value of the Property must be given by persons having at least five (5) years experience in appraising property similar to the Property and who have conducted and prepared a complete written appraisal of the Property taking into consideration the factors set forth above.

K. Remedies Cumulative. No right, power or remedy conferred upon or reserved to Beneficiary or Lender

by the Note, this Deed of Trust or any other Loan Document or any instrument evidencing or securing the Obligations is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or in any other Loan Document or any instrument evidencing or securing the Obligations, or now or hereafter existing at law, in equity or by statute.

19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and foreclosure proceedings shall be discontinued.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. For purposes of this Deed of Trust, the definition of Leases shall include all "Leases" as defined or described in Chapter 64 of the Texas Property Code, commonly referred to as the Texas Assignment of Rents Act ("TARA"), and the definition of Rents shall include all "Rents" as defined in TARA. Furthermore, it is the intent of the parties to comply with the requirements of TARA in connection with the assignment of Leases and Rents. Accordingly, the enforcement of rights related to this Deed of Trust shall be subject to compliance with the provisions of TARA. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property.

Lender or the holder of the Trustee's certificate of purchase shall be entitled as a matter of right to a receiver for the Property after Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) without regard to the solvency or insolvency of Borrower or the then value of the Property, to the extent permitted by applicable law, for all or any part of the Property, the Rents, and any business associated with the Property or the Rents, and shall also be so entitled during the time covered by foreclosure proceedings and any applicable period of redemption. Such receiver may be appointed by any Court of competent jurisdiction chosen by Lender upon ex parte application and without notice to Borrower - notice being hereby expressly waived. To the extent permitted by law, Debtors waive any obligation for the Lender to obtain or post a bond or other security in connection with the appointment of such receiver.

Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall submit a Request for Release of Deed of Trust and Release to Trustee to release this Deed of Trust. Borrower shall pay all

costs of recordation and shall pay the statutory Trustee's fees.

22. Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Transfer of the Property: Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal, beneficial or equitable) in the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement, other than a lease for less than two (2) months in length, creating a right to title (or any portion thereof, legal, beneficial or equitable) in the Property (or any part thereof or interest therein), (iii) other than any existing Lease, an agreement granting a possessory right in the Property (or any portion thereof), in excess of one (1) year, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive the beneficial interest in the Borrower, or (v) the pledging of all or any portion of the Property as collateral for a debt or obligation, including, without limitation, the pledging through a mortgage, lien or deed of trust. At the election of Lender, in the event of each and every Transfer:

A. All sums secured by this Deed of Trust shall become immediately due and payable and such Transfer shall be deemed an Event of Default under paragraph 18 of this Deed of Trust.

B. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph to accelerate, Transferee shall be deemed to have personally assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby, whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Lender may without notice to the Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds or payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.

C. Should Lender not elect to accelerate upon the occurrence of such Transfer then, subject to (B) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

Notwithstanding the foregoing, or any other provision of this Deed of Trust, all of the Borrower's right, power and privilege to Transfer all or any portion of the Property are hereby divested, it being intended by this provision that Borrower not be empowered to Transfer any interest in the Property until this Deed of Trust is released or Borrower has obtained and recorded the written consent of Lender, which consent may be conditioned or delayed in Lender's sole discretion, and all prospective Transferees, mortgagees and beneficiaries are hereby placed on notice of such divestiture.

RP-2023-463633

24. Borrowers' Copy. Borrower acknowledges receipt of a copy of all of the Loan Documents, including, without limitation, the Note and this Deed of Trust.

25. Security Agreement / Fixture Filing.

A. Security Agreement. The parties acknowledge that some of the Property and some or all of the Rents (as defined in Chapter 64 of the Texas Property Code, commonly referred to as the Texas Assignment of Rents Act ("TARA")) may be determined under applicable law to be personal property or fixtures. To the extent that any Property or Rents may be personal property, Borrower as debtor hereby grants Lender as secured party a security interest in all such Property and Rents, to secure payment and performance of the Secured Obligations, this Deed of Trust constitutes a security agreement under the Code, covering all such Property and Rents.

B. Financing Statements. Borrower shall execute one or more financing statements and such other documents as Lender may from time to time require to perfect or continue the perfection of Lender's security interest in any Property or Rents. Borrower shall pay all fees and costs that Lender may incur in filing such documents in public offices and in obtaining such record searches as Lender may reasonably require. Borrower agrees that Lender may, to the extent permitted by applicable law, prepare and file financing statements, amendments thereto, and continuation statements without the signature of the Borrower and file any financing statement, amendment thereto or continuation statement electronically.

C. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under Texas Business and Commerce Code § 11.008(c), as amended or recodified from time to time, covering any of the Property which now is or later may become fixtures attached to the Land or the Improvements.

D. Change in Name, Location of Collateral, Etc. Without giving at least thirty (30) days' prior written notice to Lender, the Borrower shall not: (a) change its name, identity structure, or jurisdiction of organization; (b) change the location of its place of business (or chief executive office if more than one place of business); or (c) add to or change any location at which any of the Property is stored, held or located.

26. Loan Proceeds May Be Used For Construction Purposes. Borrower hereby acknowledges and puts all third parties on notice that all or a portion of the loan proceeds advanced under the Note may be used for construction purposes.

27. Notice of Final Agreement. THIS DEED OF TRUST TOGETHER WITH THE LOAN DOCUMENTS REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signatures on following page]

(Loan Number: L5768)

IN WITNESS WHEREOF, Borrower has executed this instrument on the date first above written.

BORROWER:

Danmaisoro Capital LLC, a Texas limited liability company

By: _____

Name: Sabir Danmaisoro

Title: Member

STATE OF TEXAS)

) SS

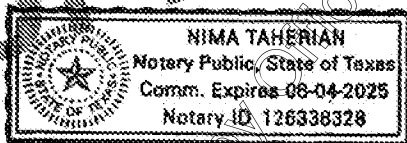
County of Harris)

The foregoing instrument was acknowledged before me this 4th day of December, 2023, by Sabir Danmaisoro as Member of Danmaisoro Capital LLC.

Witness my hand and official seal.

My commission expires 8/9/2025

Notary Public



SCHEDULE "A"

LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 0.161 ACRES, OR 7,000 SQUARE FEET OF LAND OUT OF THE WEST ONE-HALF (W. 1/2) OF LOT FIVE (5), OF EATON SUBDIVISION OF THE J.T. HARRELL SURVEY, ABSTRACT NO. 329, RECORDED IN VOLUME 2, PAGE 14, OF THE MAP RECORDS OF HARRIS COUNTY, SAID 0.161 ACRE TRACT DESCRIBED AS FOLLOWS;

BEGINNING AT A PIPE IN THE NORTH LINE OF DOVERSIDE DRIVE, SAID PIPE BEING SOUTH 00 DEG. 21 MIN. EAST A DISTANCE OF 460.00 FEET AND SOUTH 89 DEG. 54 MIN. WEST A DISTANCE OF 252.10 FEET FROM A PIPE MARKING THE NORTHEAST CORNER OF THE 10 ACRE TRACT OF WHICH THIS IS A PART;

THENCE: NORTH 00 DEG. 06 MIN 00 SEC. WEST A DISTANCE OF 140.00 FEET TO A PIPE FOR THE NORTHWEST CORNER OF THIS TRACT AND THE NORTHEAST CORNER OF A TRACT KNOWN AS LOT TWENTY-EIGHT (28), OF BEDFORD PLACE;

THENCE: NORTH 89 DEG. 54 MIN.00 SEC. EAST A DISTANCE OF 50.00 FEET TO A PIPE FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE: SOUTH 00 DEG. 06 MIN. 00 SEC. EAST A DISTANCE OF 140.00 FEET TO A PIPE IN THE NORTH LINE OF DOVERSIDE DRIVE FOR THE SOUTHEAST CORNER OF THIS TRACT AND THE SOUTHWEST CORNER OF LOT (30), OF BEDFORD PLACE;

THENCE: SOUTH 89 DEG. 54 MIN. 00 SEC. WEST ALONG THE NORTH LINE OF DOVERSIDE DRIVE A DISTANCE OF 50.00 FEET TO THE PLACE OF BEGINNING , BEING KNOWN AS LOT OR TRACT TWENTY-NINE (29), OF BEDFORD PLACE, AN UNRECORDED SUBDIVISION ACCORDING TO THE MAP BY HOWE & WISE, DATED SEPTEMBER 21, 1944;

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

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Pages 19
12/08/2023 03:44 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$86.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS

COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2023-463633

UNOFFICIAL COPY

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. _____

Danmaisoro Capital LLC,
Plaintiff(s),

v.

BFSR4 LLC,
Defendant(s),

§ IN THE DISTRICT COURT OF
§
§
§
§ HARRIS COUNTY, TEXAS
§
§
§
§ _____ JUDICIAL DISTRICT
§

CERTIFICATE OF COMPLIANCE WITH LOCAL RULES
REGARDING NOTIFYING OPPOSING COUNSEL

CERTIFICATE OF CONFERENCE

I, James Minerve, do hereby certify that I am the attorney for the Plaintiff **Danmaisoro Capital LLC** in the above captioned cause, that Friday, March 28, 2025, at approximately 10 a.m. I faxed the trustee, Dustin George, an attorney of Miller, George & Suggs, PLLC, a copy of the pleadings and informed Mr. George that I am appearing before the Harris County Ancillary District Court Friday, March 28, 2025, at 1:30 p.m. to obtain a TRO and will request the Court to sign the TRO Order ex parte. I requested that Mr. George please call James Minerve with the name and phone number of an attorney who can participate in the TRO hearing in person Friday, March 28, 2025, at 8 a.m.

The information contained herein is within my knowledge, is true and correct to the best of my knowledge.

/s/ James Minerve

James Minerve
State Bar No. 24008692
13276 N HWY 183
Austin, Texas 78750
(888) 819-1440 (Office)
(210) 336-5867 (Cell)
(888) 230-6397 (Fax)
jgm@minervelaw.com
Attorney for Plaintiff
Danmaisoro Capital LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent to the following in accordance with the Texas Rules of Civil Procedure on this 28th day of March 2025:

Trustee:

Dustin George, Partner
Miller, George & Suggs, PLLC
5601 Democracy Drive, Suite 265
Plano, Texas 75024
Main: 972.532.0128
Fax: 214-291-5507
Email: dgeorge@mgs-legal.com

/s/ James Minerve

JAMES MINERVE

1. The sale scheduled to be held at April 1, 2025 by the substitute trustee, **Attorneys of Miller, George & Suggs, PLLC**, in the area of the Harris County Courthouse in Houston, Texas, designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as a place where the foreclosure sale is to take place of **711 Doverside Street, Houston, Texas 77022**.
2. Reposting said property for foreclosure sale or otherwise engaging in any foreclosure preparatory activities.

IT IS ORDERED, ADJUDGED, AND DECREED that the foregoing orders shall be binding on Defendant; on Defendant's agents, servants and employees; and on those persons in active concert or participation with them who receive actual notice of these Orders by personal service or otherwise.

IT IS ORDERED, ADJUDGED, AND DECREED that Plaintiff post a bond of _____.

II.

IT IS FURTHER ORDERED that the Clerk shall issue notice to Defendant BFSR4 LLC, to appear and such Defendant is hereby ordered to appear, before this Court in the Courthouse at 201 Caroline Street, Houston, Texas 77002 on _____, 2025, at ____:____.m., to show cause, if any, why the following temporary injunctive and other interim relief should not be granted as requested by Plaintiff during the pendency of this cause:

1. That the preceding temporary restraining orders in sections 'I' be made a temporary injunction pending final hearing in this cause;
2. That the additional orders and temporary injunctions requested by Plaintiff be granted;
3. That all other orders should be entered or further relief granted respecting the parties as pled for by Plaintiff in Plaintiff's Original Petition in this cause.

UPON THE PLAINTIFF POSTING A BOND OF _____, THE CLERK OF THIS COURT IS DIRECTED TO ISSUE A TEMPORARY RESTRAINING ORDER IN CONFORMITY WITH THE LAW AND THE TERMS OF THIS ORDER.

SIGNED on March _____, 2025, at _____ o'clock ____m.

JUDGE PRESIDING

Approved as to Substance and Form

/s/ James Minerve

James Minerve
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Attorney for Plaintiff
Danmaisoro Capital LLC