

restraining order before the harm of irreparable injury, damage, or loss would occur in that:

A. That unless Defendants its/their successors and/or assigns ("Defendants"), is immediately restrained and enjoined, the Defendants will proceed with efforts to foreclose on Plaintiffs property described in their Petition, and Plaintiff will suffer an immediate and irreparable harm and will have no adequate remedies under the law on Plaintiffs property described in their petition, and the Defendants will commit the foregoing before notice and a hearing on Plaintiffs Application for Temporary Injunction.

B. Plaintiff will suffer an immediate and irreparable harm if the Defendants, and/or any of its/their agents, employees, attorneys, trustees, substitute trustees, successors and/or assigns are not restrained immediately because Plaintiff will lose fee simple title, ownership and possession of its property, which is unique and irreplaceable, and there is no adequate remedy at law to grant Plaintiff complete, final, and equitable relief.

THEREFORE, IT IS ORDERED by this Court as follows:

1. Defendants, Mortgage Electronic Registration Systems, Inc., One Reverse Mortgage, LLC, PHH Mortgage, their successors and/or assigns and all of their agents, attorneys, employees, officers, and successors and assigns are restrained and **ORDERED** to immediately cease and desist from foreclosing on the property that is the subject of this suit from the entry of this order ~~until further order of this Court.~~

2. The Clerk is **ORDERED** to issue notice to defendants, Mortgage Electronic Registration Systems, Inc., One Reverse Mortgage, LLC, PHH Mortgage, their successors and/or assigns Defendants, that hearing is set for a hearing on Plaintiff's application for temporary injunction is set for January 21, 2025 at 11:00 am ~~a.m./p.m.~~ ^{in the 133rd District Court}. The purpose of the hearing will be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

\$1,300.00

3. **IT IS ORDERED** that bond is set at ~~\$100~~ and this order shall not be effective until Lone Star Home Buyers, LLC deposits the full bond amount with the Clerk.

This order expires on January 21, 2025.

SIGNED ON _____, 20_____, at _____ a.m./p.m.

Signed:
1/7/2025
12:06 PM Rebecca Sutton Collier
JUDGE PRESIDING

Unofficial Copy Office of Marilyn Burgess District Clerk

2. Plaintiff, Lone Star Home Buyers, LLC is a domestic limited liability company located at 14090 FM 2920 Road, Ste G-547 Tomball, TX 77377. Plaintiff may be served through their attorney, Marcella A. Hagger at 5718 Westheimer Rd. Ste. 1000 Houston, TX 77057.

3. Defendant, MERS is a Foreign Limited Liability Company. Their address is 200 S. Amoco Cut Off Wood River, IL 62095. Defendant may be served through their registered agent, C T Corporation System at 1999 Bryan St., Ste. 900 Dallas, TX 75201.

4. Defendant, One Reverse Mortgage, is a foreign limited liability company. Their address is 4445 Eastgate Mall, Ste. 320 San Diego, CA 92121. They may be served through their registered agent, C T Corporation System at 1999 Bryan St., Ste. 900 Dallas, TX 75201.

5. Defendant, PHH Mortgage Corporation, is a foreign for-profit corporation. Their address is 940 Ridgebrook Road Sparks, MD 21152. They may be served through their registered agent, Corporation Service Company dba CSC at 211 E. 7th Street, Suite 620 Austin, TX 78701.

III. Jurisdiction and Venue

6. The subject matter in controversy is within the jurisdictional limits of this court.

7. Plaintiff seeks only monetary relief of \$250,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs.

8. This suit is brought in part pursuant to Tex. Civ. Prac. & Rem. Code § 37.01 et seq., commonly known as the Uniform Declaratory Judgments Act and cited in this petition as the “U.D.J.A.”

9. Injunctive relief in the form of a temporary restraining order and temporary

injunction; and,

10. Declaratory relief to quiet all right, title, and interest in the real property made the subject of this suit.

11. This court has jurisdiction over the parties because Plaintiff resides and is conducting business in the state of Texas.

12. The court has personal jurisdiction over the parties because Defendants conducted business in the state of Texas pursuant to Texas Civil Practice and Remedies Code Section 17.042.

13. Venue in Harris County is proper in this cause because all facts relevant to this suit transpired in Harris County, Texas.

14. Venue in Harris County is proper in this cause under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in Harris County.

IV. Conditions Precedent

15. All conditions precedent to Plaintiff's claims for relief have been performed or have occurred.

V. Facts

16. Plaintiff, Ingrid Forrest executed a deed of trust with Louis W. Forrest on March 14, 1978. The deed of trust was filed in Harris County property records (File No. F516160). The deed of trust referenced the property with the legal description:

Lot Twenty-seven (27), in BARKER COURT, a Townhouse development in Harris County, Texas, according to the map or plat thereof recorded in Volume 257, Page 79 Map Records, Harris County, Texas. (Hereafter, "the property at issue"). (Attached as Exhibit, 1).

17. Plaintiff, Ingrid Forrest executed an adjustable-rate home equity conversion deed

of trust for the property at issue. It was filed in Harris County property records on April 12, 2012. The record number is 20120157636. (Attached as Exhibit, 2).

18. Defendant, Ingrid Forrest, conveyed her interest in the property to Defendant, Lone Star Home Buyers, LLC by General Warranty Deed. It was recorded in Harris County property records on June 1, 2023. The record number is RP-2023-201629. Commercial Capital Bidco, Inc. is not registered to conduct business in the State of Texas. (Attached as Exhibit, 3).

19. Even after the conveyance, Defendant Ingrid Forrest, still lived on the property at issue.

20. Defendants only received notification from loan servicer, PHH Mortgage, that deed of trust in Exhibit 2 was in default when they made inquiries. A notice of default was never certified mailed to plaintiffs.

21. Defendants' attorneys notified Plaintiffs on December 10, 2024, of a reinstatement amount of \$9,799.15. The amount had a good through date of December 31, 2023. (Attached as Exhibit, 4).

22. Plaintiffs paid the reinstatement amount of \$9,799.15 according to Defendants' wiring instruction on December 12, 2024. (Attached as Exhibit, 5).

23. Yet, the defendants still have the property at issue listed for foreclosure sale on January 7, 2024.

24. Defendants never received a notice of intent to accelerate, notice of acceleration, or a 21-day notice of Trustee/Substitute Trustee Sale.

VI. First Cause of Action: Violation of Chapter 51.002 of the Texas Property Code

25. Plaintiff incorporated by reference section V into this cause of action.

26. Defendant is in violation of Chapter 51.002 of the Texas Property Code given

that Defendant failed to send 20 days to cure default notice.

27. Defendant also failed to send Plaintiff a notice of intent to accelerate. Notice of intent to accelerate must be unequivocal. *Ogden v. Gibraltar Sav. Ass'n*, 640 S.W.2d 232, 234 (Tex. 1982). The notices must not only state that the account is in default, but also demand payment for the delinquent installments. *Tamplen v. Bryeans*, 640 S.W.2d 421, 422 (Tex. App.—Waco 1982, writ ref'd n.r.e.).

**VII. Second Cause of Action: Declaratory Judgement that Defendants violated the
Notice of Sale Statute**

28. Plaintiff incorporates by reference section V into this cause of action.

29. The Court is vested with the power to declare and adjudicate the rights and other legal relationships of the parties to this action. Each defendant's status will determine the rights and duties between plaintiff and the defendants as it relates to the loan and the property. Therefore plaintiffs, as legal and beneficial owners of the property, are proper parties to seek a declaratory judgment to resolve these issues.

30. Foreclosure by nonjudicial sale is a "harsh remedy" and therefore lenders must have "strict adherence" to the nonjudicial sale status for a sale to be valid. *In re Gorge West 59 Inv., Inc.*, 526 B.R. 650,666 (N.D. Tex. Bkry. 2015)(citing *Houston First Am. Sav. V. Musick*, 650 S.W. 2d 764, 768 (Tex. 1983)). It is declared that in giving the notice of sale the mortgagee is required to act in a business-like manner, with a view of obtaining a s large a price as he reasonably can, with due diligence on his part, and in common fairness to all others interested, and that in any matter left to his discretion there must a fair and honest exercise of his judgment. *Reisenberg v. Hankins*, 258 S.W. 904, 909-10 (Tex. Civ. App.-Amarillo 1924). Because sales by mortgagee under power of sale much liable to abuse, they are most jealously watched by court of equity, and

upon slight proof of unfair conduct they will be set aside. *Id.* At 910.

31. Defendants violated Texas Property Code section 51.002(b). Section 51.002(b) states:

(b) Except as provided by Subsection (b-1), notice of the sale, which must include a statement of the earliest time at which the sale will begin, must be given at least 21 days before the date of the sale by:

- (1) Posting at the courthouse door of each county in which the property is located a written notice designating the county in which the property will be sold;
- (2) Filing in the office of the county clerk of each county in which the property is located a copy of the notice posted under Subdivision 1; and
- (3) Serving written notice of the sale by certified mail on each debtor who according to the records of the mortgage servicer of the debt is obligated to pay the debt.

32. Subsection (b-1) does not apply.

33. Defendants failed to serve a notice of sale on plaintiffs. This is a violation of Texas Property Code section 51.002(b). The notice of sale served on plaintiff must be the same as the one posted and filed, and vice versa.

34. Plaintiffs request a declaration that defendants are not in compliance with Texas law due to the fact that defendants did not serve the written notice of sale in compliance with section 51.002(b) of the Texas Property Code. Plaintiff requests a declaration that, due to failure to comply with section 51.002(b), a foreclosure sale of the Property on January 7, 2025, should be void.

VIII. Third Cause of Action: Deceptive Trade Practices Act

35. Plaintiff incorporates by reference section V into this cause of action.

36. Section 392.304 (a)(8) of the Texas Finance Code states,

“(a) Except as otherwise provided by this section, in debt collection or obtaining information concerning a consumer, a debt collector may not use a fraudulent, deceptive, or misleading representation that employs the following practices:

(8) misrepresenting the character, extent, or amount of a consumer debt, or misrepresenting the consumer debt's”.

37. Plaintiff made several attempts to obtain reinstatement information and itemized accounting of the fees; however, defendants only provided plaintiffs with inconsistent information.

IX. Application for Temporary Restraining Order and Temporary Injunction

38. Pursuant to Rule 680 of the Texas Rules of Civil Procedure, Plaintiffs hereby seeks immediate relief in the form of a Temporary Restraining Order wherein this Court orders, restrains and prohibits each of the Defendants, and/or any of its/their agents, employees, attorneys, trustees, substitute trustees, successors and/or assigns, from foreclosing or attempting to foreclose upon Plaintiff's property for a period of at least fourteen (14) days until a temporary injunction hearing is held by this Court concerning whether Plaintiff has a probable right of recovery for his various claims and causes of action pleaded herein.

39. The trustees present an imminent threat of irreparable harm to Plaintiffs in the form of the Defendants', and/or its/their agents, employees, attorneys, trustees, or substitute trustees stated threat and intent to proceed with the foreclosure sale of Plaintiff's property unless this Court immediately restrains such acts or conduct as requested herein.

40. Moreover, after issuance of a temporary restraining order, and upon notice and a hearing as required by law, Plaintiffs further seeks entry of a Temporary Injunction to maintain

the status quo and prohibit the Defendants, and/or any of its/their agents, employees, attorneys, trustees, substitute trustees, successors and/or assigns, from foreclosing or attempting to foreclose Plaintiffs from his property until the merits of Plaintiffs various claims and causes of action as pleaded herein can be fairly and fully adjudicated.

X. Attorney's Fees

41. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiffs herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by a) Section 37.001 et seq. of the Texas Civil Practices and Remedies Code.

XI. Jury Demand

42. Plaintiff hereby requests that all issues of fact be tried before a jury.

XII. Prayer

WHEREFORE, PREMISES CONSIDERED, Plaintiffs, Lone Star Home Buyers, LLC, respectfully prays that Mortgage Electronic Registration Systems, Inc., One Reverse Mortgage, LLC, PHH Mortgage, and their successors and/or assigns and/or each of its/their various agents, attorneys, or employees as described herein, supra, each be cited to appear and answer herein, and that Plaintiffs be granted immediate relief in the form of a temporary restraining order and temporary injunction preventing the Defendants, and/or any of its/their respective agents, employees, attorneys, trustees, substitute trustees, successors and/or assigns from foreclosing upon Plaintiff's property described herein until the merits of his various claims and causes of action pleaded herein may be fairly adjudicated; and that upon the final trial of this cause, judgment be entered in favor of Plaintiff, and for an award of all economic and actual damages requested herein in an amount in excess of the minimum jurisdictional limits Court, including exemplary damages,

together with pre-judgment and post-judgment interest at the maximum rate allowed by law, and for an award of all attorney's fees and costs of court incurred, and for such other and further relief, at law or in equity, to which Plaintiffs may be justly entitled.

Respectfully submitted,

LAND, LABOR & CAPITAL PLLC

By: /s/ Marcella A. Hagger

Marcella A. Hagger

Texas Bar No. 24093491

5718 Westheimer Rd. Ste. 1000.

Houston, Texas 77057

Tel. (832) 305-7677

Fax. (281) 848-6702

mahagger.legal@gmail.com

Attorney for Plaintiff, Lone Star Home Buyers, LLC

Unofficial Copy Office of Marilyn R. [redacted] District Clerk

VERIFICATION

STATE OF TEXAS

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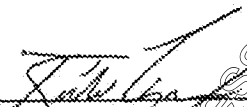
COUNTY OF

Harris

§

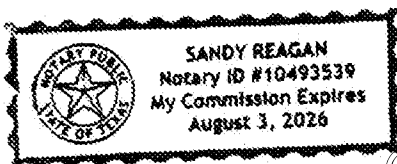
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BEFORE ME, the undersigned authority, personally appeared Richard Breaux, Managing Member of Lone Star Home Buyers, LLC, who, on oath, stated that the statements made in the foregoing Plaintiff's Original Verified Petition and Application for Temporary Restraining Order and Temporary Injunction are true and correct and within his personal knowledge.



Richard Breaux, Managing Member of Lone Star Home Buyers, LLC

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this the 4th day of January 2025, by Richard Breaux.






Notary Public, State of Texas

Unofficial Copy Office of Merilyn Burgess District Clerk

amount required by the defendants' attorney to reinstate the loan; however, the property is still listed for foreclosure sale on January 7, 2025. I am concerned that if I am foreclosed, it will negatively affect my credit.

"Further affiant sayeth not."

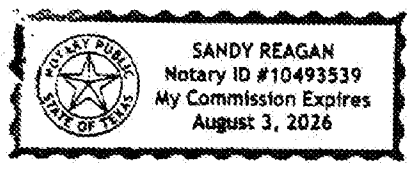

Richard Breaux

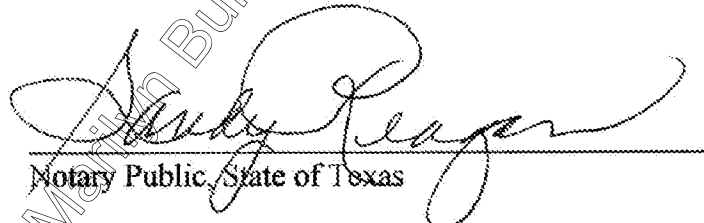
STATE OF TEXAS

COUNTY OF Harris

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SUBSCRIBED AND SWORN TO BEFORE ME on January 7th, 2025, by Richard Breaux.




Notary Public, State of Texas

Unofficial Copy Office of Melissa Burgess District Clerk

EXHIBIT 1

Unofficial Copy Office of Marilyn Burgess District Clerk

516160

MAR-14-78 978684 OF 516160 LST A PD

11.0

American General Life Insurance Company

Houston, Texas

DF. 18935

RECORDED BY
TRANS-AMERICA

DEED OF TRUST

189-16-1911

THE STATE OF TEXAS,
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: That
LOUIS W. FORREST and wife, INGRID C. FORREST,

of Harris County, Texas, being justly indebted to the AMERICAN GENERAL LIFE INSURANCE COMPANY, a corporation organized under the laws of the State of Texas, for the payment of certain indebtedness evidenced by one promissory note in the principal sum of Eighty-Three Thousand Six Hundred and no/100

83,600.00 Dollars (\$83,600.00), payable at the office of said Company in the City of Houston, Texas, said note bearing even date herewith, providing for the payment of interest until maturity at the rate of as specified therein providing for interest at the rate of ten per cent. per annum on past due principal and interest, providing in effect that if default is made in the payment of any installment of principal or interest as same becomes due, or if default is made in the performance of any covenant contained herein, the legal holder of said note shall have the option, without demand or notice, to declare the full amount of said note immediately due and payable, and containing the usual ten per cent. attorneys' fees clause, said note becoming due as follows:

Principal and interest shall be payable in consecutive monthly installments of SIX HUNDRED SEVENTY-TWO AND 67/100 Dollars (\$672.67), beginning on the first day of May, 1978, and the first day of each month thereafter, to and including the first day of April, 2008, when payment shall be made of all principal remaining unpaid with interest thereon.

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were present at the time the instrument was filed and recorded.

Patricia A. Patrick
COUNTY CLERK
HARRIS COUNTY, TEXAS

MAR 14 2 28 PM 1978

FILED

the payment of which indebtedness, according to the terms, tenor and effect of said note the Grantors desire to assure and secure the AMERICAN GENERAL LIFE INSURANCE COMPANY, or other holder of same.

IN CONSIDERATION THEREOF, and for the purposes and trusts hereinafter set forth and declared, and also in consideration of the sum of Five Dollars (\$5.00) paid in cash the receipt of which is hereby acknowledged.

LOUIS W. FORREST and wife, INGRID C. FORREST,
hereinafter called "Grantors" (whether one or more) have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Paul A. Patrick Trustee, and unto the Successor and Substitute Trustee as hereinafter provided for, the following described property lying and being situated in the County of Harris in the State of Texas, to-wit:

Lot Twenty-seven (27) in BARKER COURT, a Townhouse development in Harris County, Texas, according to the map or plat thereof recorded in Volume 257, Page 79 Map Records, Harris County, Texas.

including, but not limited to, wall-to-wall carpeting and all improvements thereon and hereafter placed thereon, and all heating, lighting, cooling, and refrigeration equipment and fixtures, and any other equipment and fixtures connected with or attached to the property and premises, all of which shall be deemed and considered a part of the realty; and all leases, rentals, royalties and income from said property.

TO HAVE AND TO HOLD the above described property and premises, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereto in anywise incident or belonging, unto the Trustee and unto his successors or substitutes in this trust, and unto his and their assigns forever. And the Grantors hereby bind themselves, their heirs, successors, and legal representatives, to warrant and forever defend the same unto the above named Trustee, his successors, substitutes, and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

This conveyance, however, is intended as a deed of trust and is made upon the following trusts, terms, and conditions, and for the purpose of securing and enforcing the payment of the indebtedness herein described and referred to. In the event the Grantors shall well and truly pay the indebtedness secured hereby to the legal holder thereof, when the same shall become due, and perform all covenants and agreements herein contained, then this Deed of Trust and all herein contained shall become null and void and shall be released at Grantor's cost and expense, but otherwise the same shall remain in full force and effect. No other security now existing, or hereafter taken, to secure said indebtedness shall be impaired or affected by the execution of this instrument; and all additional security shall be taken, considered, and held as cumulative. The taking of additional security, execution of partial releases of the security, or any extension of the time of payment of the indebtedness shall not diminish the force, effect or lien of this instrument and shall not affect or impair the liability of any maker, surety, or endorser, for the payment of said indebtedness.

It is further agreed that, in case said indebtedness is not paid when due or if declared due, the holder of said indebtedness, or any person acting for such holder, shall have the right, at any time thereafter, to enter into and upon said property and premises, remove all persons therefrom and take possession of same and may collect, receive, and sue for in the name of the holder of said indebtedness, all rents, royalties, income, and revenues and apply same first to the payment of all expenses incurred in collecting same and in taking possession of said property, and the balance to the payment of the indebtedness secured hereby, which powers may also be exercised without taking possession of such property. The holder of said indebtedness shall have the right to employ agents and attorneys. Such holder shall also have the right, in the event of default, and without prejudice to any other right or remedy, to have a receiver appointed to take possession of the premises and to collect all rents, royalties, income and revenues. The Grantors agree that if they or any one or more of them shall hold possession of the property or any part thereof subsequent to foreclosure, they, and any other parties so holding possession, shall be deemed tenants at will of the purchaser at foreclosure sale, and shall be liable for a reasonable rental for the use of said premises, and shall be subject to eviction and removal forcibly or otherwise, with or without process of law, and all damages sustained by reason thereof are hereby expressly waived.

In case of default in the punctual payment of said indebtedness, when the same shall become due and payable, in whatever way the maturity of the indebtedness may be brought about, it shall thereupon, or at any time thereafter, the same remaining unpaid, be the duty of the above named Trustee or of his successor, as hereinafter provided, at the request of the legal holder of said indebtedness, (which request shall be presumed) to enforce this trust and to sell as an entirety or in parcels, as the Trustee acting may elect, (all rights to a marshalling of the assets of the Grantors including the property herein conveyed, being for them, their heirs, executors, administrators successors and assigns, expressly and specifically hereby waived) the hereinbefore described property at the court house door of each county in which said property is situated, on the first Tuesday of any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash at public auction, first giving at least twenty-one days notice of the time, place and terms of sale, by publicly advertising the same, by posting or causing to be posted, written or printed notice at the door of the court house of each said County, for at least twenty-one days successively next before the day of sale, and to make due conveyance to the purchaser or purchasers, with general warranty, and the title of such purchaser or purchasers, when so made by said Trustee, the Grantors bind themselves, their heirs, executors and administrators, to warrant and forever defend.

With the proceeds arising from such sale the Trustee shall first pay all expenses of advertising, sale, and conveyance, including a commission of five per cent. (5%) to the Trustee acting; and shall then pay the full amount of said indebtedness and accrued interest to the date of sale to the holder thereof, and shall then pay all other charges and advances secured by this instrument; and Grantors shall remain liable for the balance thereof remaining unpaid unless released therefrom in writing by the holder of said indebtedness, and such liability shall not be affected by any renewal or extension of said indebtedness. In the event any sale hereunder is not completed or is defective in the opinion of the holder of such indebtedness, such sale shall not exhaust the power of sale hereunder and such holder shall have the right to cause a subsequent sale to be made by the Trustee or any Substitute Trustee. The purchaser at foreclosure sale shall have the right to affirm or disaffirm any lease of said premises.

The Grantors covenant and agree that so long as any of said indebtedness remains unpaid, they will keep and maintain the buildings and improvements now upon or hereafter to be placed upon said property in a good state of repair and will not explore or drill for oil, gas or other minerals nor permit such exploration or drilling, and will not suffer or permit any waste of any property covered by this Deed of Trust or suffer or permit any buildings or improvements thereon, or any part thereof, to be torn down or removed from the premises without the written consent of the holder of said indebtedness, and in the event of a breach of these covenants, the holder of said indebtedness shall have the right to declare the same due. If it should be discovered after the execution and delivery of this instrument that there is a defect in the title of Grantors to the property herein conveyed, or that there is a lien of any nature whatsoever on the property equal or superior in rank to the lien of this instrument, or if a homestead claim is set up to same, or any part thereof, adverse to this trust, and if the Grantors fail for fifteen days after demand made by the holder of said indebtedness to correct the defect in the title, or perfect the same, or remove said lien or homestead claim to the satisfaction of said holder, or if the Grantors or any subsequent owner of the property becomes insolvent or bankrupt, or a receiver of their property be appointed, or a petition for reorganization filed by or against Grantors, then upon any such default, failure or contingency, the holder of said indebtedness shall have the right to declare the same at once due and payable without demand or notice, and the lien of this Deed of Trust may be foreclosed by Trustee's Sale or otherwise.

In case of the death, inability, refusal, or failure of the Trustee herein named to act, a Successor or Substitute Trustee may be named, constituted, and appointed, without procuring the resignation of the former Trustee and without other formality than an appointment and designation in writing signed by the President or any Vice-President of AMERICAN GENERAL LIFE INSURANCE COMPANY or other holder of said indebtedness. This conveyance shall vest in the Successor or Substitute Trustee all of the title, powers and duties herein conferred on the Trustee named and the sale and conveyance of the Successor or Substitute Trustee to any purchaser at foreclosure sale shall be equally valid and effective, and such right to appoint a Successor or Substitute Trustee shall exist as often and whenever from any of said causes, the Trustee, original or substitute, cannot or will not act. It is expressly provided that the recitals in the conveyance made to the purchaser, either by the Trustee or any Substitute Trustee, shall be full proof and evidence of all matters therein stated, and no other proof shall be requisite of the performance of this trust, the request by the holder of said indebtedness on the Trustee to enforce this trust, or the advertisement or sale, or any particulars thereof, or of the inability, refusal or failure of the Trustee or Substitute Trustee to act, or of the resignation of the Trustee, or of the appointment of a Substitute Trustee as herein provided, either as to the legality of his appointment or otherwise, or of the contingencies which brought about the failure or inability of the Trustee to act, and all prerequisites of said sale shall be presumed to have been performed, and all recitals in any deed from the Trustee or any Substitute Trustee may be taken and construed in any court as prima facie evidence of the facts recited. This Deed of Trust and the acts of the Trustee or any Substitute shall never be strictly construed against the holder of said indebtedness. Any sale made under the powers herein granted shall be a perpetual bar against the Grantors, their heirs, executors, administrators, successors, and assigns. The legal holder of said indebtedness, or any part thereof, shall have the equal right to become the purchaser at such sale, being the highest bidder. The Grantors do hereby expressly waive and renounce the benefits of all laws, now existing or that may be hereafter enacted, providing for any appraisalment before sale of any of the property hereby granted, commonly known as "appraisalment laws," and also the benefits of all laws that may be hereafter enacted in any way extending the same for the enforcement of the collection of the debt hereby secured, or creating or extending a period of redemption from any sale made on collecting said debt, commonly known as "stay laws" and "redemption laws."

Grantors further agree to pay all water rents, taxes, and other governmental or municipal charges assessed against the above described property and improvements, and all valid assessments made against said property, before same becomes delinquent, and if not so paid, the holder of said indebtedness shall have the right to pay same and add the amount paid to the indebtedness, and the amount so paid shall bear interest at the rate of eight per cent. per annum, and shall be fully secured by the lien hereof. The Grantors further agree to pay all taxes to which said note, indebtedness, or lien hereof is, or may be subject or assessed against same by any Federal, State or Municipal authority or agency; provided, nevertheless, notwithstanding any other provision hereof, if any such taxes, together with interest on said note and all items which by applicable law or rule of decision are, or are deemed

to be interest shall, during any interest paying period exceed ten per cent. interest on the then owing indebtedness, Grantors shall not be liable for such excess above ten per cent. and any such excess so paid shall be refunded to Grantors or same may be credited against the debt secured hereby and owing at the date when any such excess shall have been paid. It is distinctly understood and agreed that these presents do not obligate and shall not be so construed as to obligate the Grantors, under any circumstances or contingency whatsoever, to pay interest on any item which by applicable law or rule of decision is or may be deemed to be interest aggregating in excess of ten per cent. per annum upon the valid indebtedness secured hereby. The holder of said indebtedness shall have the additional right, at any time after default in the payment of any such tax or assessment, to declare the entire indebtedness due and foreclose the lien of this Deed of Trust by Trustee's Sale or otherwise. The amount and nature of the tax and assessment and the amount paid thereon by the holder of said indebtedness shall be fully established by the certificate of the Trustee acting hereunder.

The Grantors or subsequent owners of the property agree to pay all attorneys' fees and expenses which may be incurred by the AMERICAN GENERAL LIFE INSURANCE COMPANY or other holder of said indebtedness in any suit in which it may become a party where this Deed of Trust or the real estate above described is in any manner involved, and any and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt.

The Grantors further agree to make prompt and timely payment of the premiums on any life insurance policy or policies which may be assigned as additional security for the Note herein described, and maintain said policy or policies in force by payment of premiums during the life of said Note. Failure to make payment of such premiums as they come due shall constitute a default under the terms of this Deed of Trust, and the entire unpaid balance of said Note may be declared due and payable at once, at the election of the legal owner and Holder thereof.

The Grantors further agree to have the improvements now on and hereafter placed on the property insured against loss or damage by fire, storm, explosion, and other hazards in such amounts as may be required by the AMERICAN GENERAL LIFE INSURANCE COMPANY or any other holder of said indebtedness, through such agencies and in such companies as the Grantors in their discretion shall determine, provided, however, that AMERICAN GENERAL LIFE INSURANCE COMPANY or any other holder of said indebtedness reserves the right to approve or disapprove the insurer selected to underwrite the insurance; all such insurance to be payable in the event of loss or damage by the terms of the policy, to the said Company, or other holder of said indebtedness, as its interest may appear, and to deliver the policy or policies, and all renewals thereof, as soon as written, to the holder of said indebtedness, and the Grantors agree to pay all premiums in cash and agree to continue said insurance in force until all such indebtedness has been fully paid, and in the event they fail to take out such insurance, or to continue the same as herein provided, then the holder of said indebtedness shall have the option, without demand upon or notice to the Grantors, either to declare the indebtedness due and payable and to foreclose the lien of this Deed of Trust by Trustee's Sale or otherwise, or to procure such insurance, and add the premium paid on same to the indebtedness and the amount so added shall thereafter be as much a part of said indebtedness and be as fully secured by this Deed of Trust as if the indebtedness had been originally for increased amount. The amount and nature of the expense of procuring said insurance and the time when incurred, shall be fully established by the certificate of any Trustee acting hereunder. It is further agreed that if the improvements on said premises be wholly or partially destroyed by fire, explosion, or storm, the AMERICAN GENERAL LIFE INSURANCE COMPANY, or other holder of said indebtedness, shall have the right to collect, receive and receipt, in the name of the Grantors, or otherwise, for any and all monies that may become payable and collectible upon such policies, or any of them, and apply the same, or so much thereof as is necessary, less the reasonable expense of collecting same, as a credit on said indebtedness, notwithstanding said indebtedness may not be due according to the terms thereof. The holder of said indebtedness, at its option, may use the proceeds of such insurance toward the rebuilding and restoration of the improvements damaged or destroyed.

The Grantors agree, at the request of AMERICAN GENERAL LIFE INSURANCE COMPANY, or other holder of said indebtedness, either at the inception of said loan or at any time during the term thereof, to make advance payments to cover taxes and assessments levied and to be levied against said property, and insurance premiums on policies pledged to secure said indebtedness, which payments shall be due on each interest paying date, and shall be in amounts sufficient to cover taxes, assessments, and premiums which accrue during the period for which interest is then payable. If the total amount of such payments on hand at any time exceeds the amount then actually required to be paid to cover taxes, assessments and premiums, such excess shall be credited on said note or subsequent payments of similar nature to be made by Grantor. If, however, the payments so made by Grantors shall not be sufficient to pay taxes before the same become delinquent or assessment or insurance premiums before same become due, the Grantors agree to pay the deficiency upon demand, in default of which, the entire indebtedness may be declared due.

If any part of the hereinbefore described property shall be taken for public or quasi-public use under the power of eminent domain, condemnation proceedings or otherwise, or if any compensation, other payments or relief due to damage to the property in any manner be awarded or granted, the legal holder of said indebtedness shall have the right to receive and collect all or any part of such compensation or damages so awarded or granted and apply the same as a credit on said indebtedness in such manner as the legal holder of same may elect, notwithstanding said indebtedness may not be due according to the terms thereof. If any portion of said indebtedness is not secured by a valid lien or is not secured by a valid lien covering all of the hereinbefore described property, it is agreed that all payments of principal made on the note evidencing said indebtedness shall be applied first toward the complete liquidation of the unsecured portion of said indebtedness, and next toward the complete liquidation of that portion of said indebtedness which is not secured by a valid lien covering all of the hereinbefore described property.

The legal holder of said indebtedness shall be subrogated to the liens of any and all prior encumbrances on the premises which are paid out of the proceeds of the above described note even though the lien or liens may be released of record. The Grantors further covenant and agree that they do not have or claim any homestead right or interest in the property above described superior to the lien of this Deed of Trust. When this Deed of Trust is executed by only one person, it shall be construed as though "Grantors" was written "Grantor," and pronouns and verbs in their number were changed to correspond, and when executed by a corporation, the word "Grantors" shall be construed as "Grantor," and the words "heirs, executors, administrators and assigns" shall be construed to mean "successors, assigns, and legal representatives."

The holder of the indebtedness secured hereby shall have the right, at any time, and without assigning any cause, to remove the Trustee, or any Substitute Trustee hereunder and to appoint a Substitute Trustee in lieu of the Trustee then designated, by executing an instrument in writing, certifying as to such removal and making such appointment, which instrument shall be acknowledged and filed for record in the county where the property is to be sold; and such Substitute Trustee shall thereupon become vested with and succeed to all of the title, powers and duties conferred upon the Trustee herein named, the same as if such Substitute Trustee had been named the original Trustee in this instrument.

The mortgagor covenants to pay the premiums for mortgage loan insurance obtained as they become due and payable. In the event such premiums are payable annually, one-twelfth of such annual premium shall be paid with tax and insurance deposits and all of the covenants of the paragraph for such escrow deposits shall be applicable to the mortgage loan insurance premiums. In the event mortgagors fail to pay such premiums, or make such deposits, the mortgagee may make such advances therefor; such advances shall be due and payable on demand and shall be secured hereby. Failure to reimburse mortgagee for such advances shall, at the option of the mortgagee, constitute a default and shall accelerate the indebtedness secured hereby.

This Deed of Trust is also to be construed as a Security Agreement under the Uniform Commercial Code of the State of Texas.

It is the intention of the parties hereto that carpeting which is permanently affixed to the unfinished floors is intended to be a fixture and a part of the realty.

WITNESS THE EXECUTION HEREOF, effective the 14th day of March, A.D. 1978.

LOUIS W. FORREST

INGRID C. FORREST

INGRID C. FORREST

189-16-1914

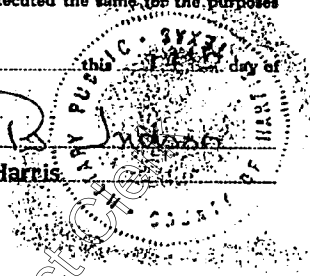
THE STATE OF TEXAS,
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared
LOUIS W. FORREST and INGRID C. FORREST

known to me to be the person(s) whose name(s) are _____ subscribed to the foregoing instrument,
and they acknowledged to me that they executed the same for the purposes
and consideration therein expressed.

GIVEN under my hand and seal of office at Houston, Texas this _____ day of
March, A.D. 1978.

Marlene Hudson
Notary Public in and for Harris
County, Texas.



THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____
and his wife, _____
both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they
each executed the same for the purposes and consideration therein expressed, and the said _____

_____, wife of the said _____
having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said
_____, acknowledged such instrument to be her act and deed, and she
declared that she had willingly signed her name thereto for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN under my hand and seal of office at _____ this _____ day of
_____, A.D. 19____.

Notary Public in and for _____
County, Texas.

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

President of _____
a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of
said corporation.

GIVEN under my hand and seal of office at _____ this _____ day of
_____, A.D. 19____.

Notary Public in and for _____
County, Texas.

RETURN TO
MARLENE HUDSON
BOX 27366
JULIUS MELCHER STATION
HOUSTON, TEXAS 77027

MORTGAGE LOAN No. _____
DEED OF TRUST

From _____

To _____

TRUSTEE _____

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 on

MAR 14 1978



Peterson
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Deputy _____

Recording Fee, \$ _____

AMERICAN GENERAL
LIFE INSURANCE COMPANY
HOUSTON, TEXAS

EXHIBIT 2

Unofficial Copy Office of Marilyn Burgess District Clerk

D
T
H

When Recorded Mail To:
One Reverse Mortgage, LLC
Attn: Capture
623 Woodward Avenue
Detroit, MI 48226

Prepared By:
One Reverse Mortgage, LLC
9920 Pacific Heights Blvd, Ste 350
San Diego, CA 92121

District Clerk
COPY

Space Above This Line For Recording Data

56269916-1228365

3

State of Texas
Parcel Number: 1055600010027

FHA Case Number: 512-0580806-972
Loan Number: 3305849819
MIN: 1003195-3305849819-1

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

**ADJUSTABLE RATE
HOME EQUITY CONVERSION DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on **March 22, 2012** ("Date"). The trustor is **Ingrid C. Forrest, an unmarried woman** whose address is **15686 Barkers Landing Rd, Houston, TX 77079** ("Borrower"). The trustee is **G. Tommy Bastian** whose address is **15000 Surveyor Blvd., Addison, TX 75001** ("Trustee"). The beneficiary under this Security Instrument is **Mortgage Electronic Registration Systems, Inc. ("MERS")**. MERS is a separate corporation that is acting solely as nominee for Lender, and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **One Reverse Mortgage, LLC** which is organized and existing under the laws of **DELAWARE**, and whose address is **9920 Pacific Heights Blvd, Suite 350, San Diego, CA 92121** ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the

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debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **THREE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 (U.S. \$322,500.00)**; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Harris County, Texas:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of: **15686 Barkers Landing Rd, Houston, TX 77079** ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.
3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence



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or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument, subject to any limitation imposed under applicable law, or be held in escrow to be so applied when permissible under applicable law. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of the Security Instrument. "Principal Residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails



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to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender or MERS, subject to applicable law, may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. **Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower. Any expenditures made in connection with the protection and preservation of the Property may be paid with Loan Advances and added to the outstanding balance to the extent the expenditures are for any of the following Borrower obligations: (a) taxes; (b) insurance; (c) costs of repairs or maintenance performed by a person or company that is not an employee of the lender or a person or company that directly or indirectly controls, is controlled by, or is under common control with Lender, (d) assessments levied against the Principal Residence; and (e) any lien that has, or may obtain, priority over Lender's lien as it is established in the Loan Documents, as defined in the Loan Agreement. Although Lender may take action under this Paragraph 6, Lender does not have to do so.
7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument, subject to any limitation imposed under applicable law, or be held in escrow to be so applied when permissible under applicable law. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
8. **Fees.** Lender may collect fees and charges authorized by the Secretary.
9. **Grounds for Acceleration of Debt.**
 - (a) **Due and Payable.** Lender may require immediate payment-in-full of all sums secured by this Security Instrument if:
 - (i) All Borrowers die; or



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(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (A) title to the Property in fee simple; (B) a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower; or retaining a beneficial interest in a trust with such an interest in the Property); or (C) a life estate in the Property.

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment-in-full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) All Borrowers cease occupying the Property for 12 consecutive months without the prior written approval of the Lender; or
- (ii) Borrower: (A) defaults on an obligation specified in the Loan Documents to repair and maintain, pay taxes and assessments on, or insure, the Property; or (B) commits actual fraud in connection with the Loan; or
- (iii) Borrower fails to maintain the priority of Lender's lien on the Property, after Lender gives notice to Borrower, by promptly discharging any lien that has priority or may obtain priority over the Lender's lien within ten (10) days after the date Borrower receives the notice. Lender shall not require immediate payment in full if Borrower: (A) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (B) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings so as to prevent the enforcement of the lien or forfeiture of any part of the Property; or (C) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by Lender's lien on the Property.

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph 9 occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9. Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed-in-lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a



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Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

10. **No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.
11. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (a) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding; (b) reinstatement will preclude foreclosure on different grounds in the future; or (c) reinstatement will adversely affect the priority of the Security Instrument.
12. **Lien Status.**
 - (a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents.
 - (b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.
 - (c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (i) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (ii) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to



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prevent the enforcement of the lien or forfeiture of any part of the Property; or (iii) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one more of the actions set forth above within ten (10) days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, unless otherwise provided by the Secretary, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not be required to pay any amounts of principal, interest, and shared appreciation, if any, owed under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forfeiture by Lender. If Lender fails to make loan advances as required by the Loan Documents and Lender fails to cure the default after notice from the Borrower, Lender forfeits all principal and interest due on this Security Instrument, provided that this forfeiture does not apply if this Security Instrument is assigned to the Secretary of Housing and Urban Development.

15. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

16. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a



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trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

17. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 17.
18. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
19. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

20. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 20.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

21. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale. Except as otherwise provided herein, Borrower hereby



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waives any notice, demand, presentment, notice of non-payment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action. The failure to exercise any remedy available to Lender shall not be deemed to be a waiver of any rights or remedies of Lender under the Note, this Security Instrument or the Loan Agreement. As permitted by applicable law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees.

22. **Foreclosure; Power of Sale.** It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by applicable law, including, without limitation, foreclosure under a power of sale. The lien evidenced by this Security Instrument may be foreclosed only by court order, if the foreclosure is for a ground other than those described in Paragraph 9(a). Lender shall follow any rules of civil procedure promulgated by the Texas Supreme Court related to the foreclosure of liens under Section 50(a)(7), Article XVI of the Texas Constitution, if applicable. Lender shall be entitled to collect all expenses incurred in pursuing all the remedies provided in this Paragraph 22, including but not limited to, reasonable attorneys' fees and costs of title evidence.

Lender may request Trustee to proceed with foreclosure under the power of sale. Any such request shall comply with such rules of civil procedure if they apply. Trustee is hereby authorized and empowered, and it shall be Trustee's special duty, upon such request of Lender, to sell the Property, or any part thereof, at public auction to the highest bidder for cash, in one or more parcels and in any order Trustee determines, with or without having taken possession of same. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Texas Property Code or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust. If there is no statute in force at the time of the sale governing sales of Texas real property under powers of sale conferred by deeds of trust, such sale shall comply with applicable law, at the time of the sale, governing sales of Texas real property under powers of sale conferred by deeds of trust.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying the Property with general warranty of title by Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Paragraph 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the



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Texas Deed of Trust HECM ADJUSTABLE RATE - MERS

ER 031 - 67 - 0667

Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be tenants at sufferance and may be removed by writ of possession.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 22 or applicable law.

23. **Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.
24. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
25. **Substitute Trustee; Trustee Liability.** All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by applicable law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

26. **Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.
27. **Partial Invalidity.** In the event any portion of the sums intended to be secured by this Security



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Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

28. **Adjustable Rate Feature.** Under the Note, the initial stated interest rate of 2.742% which accrues on the principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the interbank offered rates for one month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published on the first business day of each week in the "Money Rates" section of *The Wall Street Journal* ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any Index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **June, 2012**, and on that day of each succeeding year the first day of each succeeding month ("Change Date") until the loan is paid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the ("Calculated Interest Rate") for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date ("the Existing Interest Rate").

Annually Adjusting Variable Rate Feature The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

Monthly Adjusting Variable Rate Feature The Calculated Interest Rate will never increase above **TWELVE AND 742/1000 Percent (12.742 %)**

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

29. **Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees, and other charges shall be obligatory.
30. **Compliance with Section 50(v), Article XVI of the Texas Constitution.** Lender and Borrower agree that (a) the Borrower cannot use a credit card, debit card, preprinted solicitation check, or similar device to obtain an advance; (b) after the time the extension of credit is established, no transaction fee will be charged or collected solely in connection with any debit or advance; and (c) the Lender or holder may not unilaterally amend the extension of credit.



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Texas Deed of Trust HECM ADJUSTABLE RATE - MERS

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31. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- Condominium Rider
 - Planned Unit Development Rider
 - Shared Appreciation Rider
 - Other [Specify]:
- Legal Description**

32. **Nominee Capacity of MERS.** MERS serves as beneficiary of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Mortgage. Subject to the foregoing, all references herein to "Beneficiary" shall include Lender and its successors and assigns.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Witness	Date	Witness	Date
---------	------	---------	------

Ingrid C Forrest

 3/12/12 (Seal)
 Borrower - Ingrid C. Forrest

10R



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Texas Deed of Trust HECM ADJUSTABLE RATE - MERS

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OFFICE OF THE COUNTY CLERK

COPY

Space Below This Line For Acknowledgment

The State of Texas

County of HARRIS

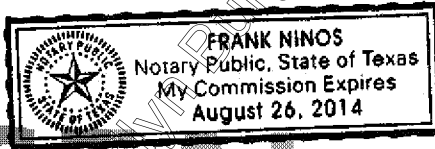
Before me FRANK NINOS, Notary (name/title of officer) on this day personally appeared Ingrid C. Forrest, known to me (or proved to me on the oath of _____ or through TEXAS DRIVERS LICENSE (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of March, A.D., 2014.

[Signature]
Signature of Officer

Notary
Title of Officer

My Commission expires : 8-26-2014



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ER 031 - 67 - 0672

FHA Case No.: 512-0580806-972
Loan #: 3305849819

**PLANNED UNIT DEVELOPMENT RIDER
(Home Equity Conversion Mortgage)**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **22nd** day of **March, 2012**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **One Reverse Mortgage, LLC** ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

15686 Barkers Landing Rd, Houston, TX 77079
[Property Address]

The Property is a part of a planned unit development ("PUD") known as:

Barker Court
[Name of Planned Unit Development]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender or the Secretary require, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the payment of the premium for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 3 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are



hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto

B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



Borrower - Ingrid C. Forrest

3/22/12 (Seal)

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 1055600010027

Lot Twenty-seven (27) in BARKER COURT, a Townhouse development in Harris County, Texas, according to the map or plat thereof recorded in Volume 257, Page 79 Map Records, Harris County, Texas.

D

Commonly known as: 15686 Barkers Landing , Houston, TX 77079

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Official Copy Office of Marilyn Buege, District Clerk

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Office of Travis Burgess District Clerk
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 76.00

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.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT 3

Unofficial Copy Office of Marilyn Burgess District Clerk

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

GENERAL WARRANTY DEED

**THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §**

THAT THE UNDERSIGNED, **Ingrid C. Forrest**, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **Lone Star Home Buyers, LLC**, a Texas limited liability company whose address is 14090 FM 2920 Rd, Ste G-547 Tomball, TX 77377, herein referred to as "Grantee," whether one or more, the real property described herein:

Lot Twenty-seven (27) in BARKER COURT, a Townhouse Development in Harris County, Texas according to the map or plat thereof recorded in Volume 257, Page 79, Map Records, Harris County, Texas.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Harris County, Texas.

This conveyance is additionally made and accepted subject to an Adjustable Rate Home Equity Conversion Deed of Trust executed by Ingrid C. Forrest for the benefit of Mortgage Electronic Registration Systems, Inc., solely as nominee for One Reverse Mortgage, LLC, securing a note in the principal amount of \$322,500 dated March 22nd, 2012, filed for record on April 12th, 2012 recorded in/under Clerk's File No. 20120157636, Official Public Records, Harris County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor but not otherwise.

RP-2023-201629



Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 1st day of June, 2023.

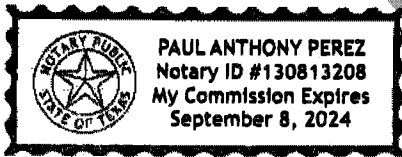

Ingrid C. Forrest


STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

The above and foregoing instrument was acknowledged before me on this 1st day of June, 2023, by Ingrid C. Forrest.




Notary Public in and for the State of Texas

After recording return to:

14090 FM 2920 Rd
Ste. G-547
Tomball, TX 77377

Prepared By:

Paul A. Perez Law Firm PLLC
2500 E T C Jester Blvd, Suite 300
Houston, TX 77008

RP-2023-201629

Unofficial Copy Office of Notary Public Megan Burgess District Clerk
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RP-2023-201629

RP-2023-201629

Pages 3

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e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$22.00

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

Unofficial Copy of Office of Marilyn Burgess District Clerk

COPY

CTAL

UNOFFICIAL

EXHIBIT 4

Unofficial Copy Office of Marilyn Burgess District Clerk

MACKIE WOLF ZIENTZ & MANN, P.C.

ATTORNEYS AT LAW
PARKWAY OFFICE CENTER, SUITE 900
14160 DALLAS PARKWAY
DALLAS, TX 75254
PHONE (214) 635-2650 FAX (214) 635-2686
WWW.MWZMLAW.COM

HOURS OF OPERATION: M-F 8:00AM-5:00PM CT | REPLY TO THE ABOVE ADDRESS

December 10, 2024

VIA EMAIL tina@perezlf.com

INGRID C. FORREST
15686 BARKERS LANDING RD
HOUSTON, TX 77079

RE: Loan No: 0000361975
Current Borrower(s): INGRID C. FORREST
Property Address: 15686 BARKERS LANDING RD, HOUSTON, TX 77079
MWZM No.: 22-000535-210-2

Dear INGRID C. FORREST:

According to the figures provided to us by our client, the reinstatement figures you requested in connection with the above-referenced loan are as follows:

Default Balance	\$9,799.15
Grand Total	\$9,799.15

The foregoing figures are good through **December 31, 2024**. These figures are subject to final verification upon receipt of funds by PHH Mortgage which reserves the right to adjust these figures and refuse any funds which are insufficient to reinstate the loan in full for any reason including, but not limited to an error in calculation of the reinstatement amount, previously dishonored check or money order or additional disbursements made by PHH Mortgage between the date of these reinstatement figures and the receipt of funds. **Payment must be made payable to PHH Mortgage in the form of a cashier's check, certified check or money orders and should be sent to PHH Mortgage at:**

PHH Mortgage
1661 Worthington Rd, Ste. 100
ATTN: R5VPP
West Palm Beach, FL 33409

WIRING INSTRUCTIONS:
Texas Capital Bank
ABA/Routing number 111017979
Account Number 2111078198
Credit to: PHH Mortgage Services

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Mackie Wolf Zientz & Mann, P.C.

The amounts quoted above do not include estimated fees and costs and the reinstatement figure only reinstates the loan. Additional fees may be required to bring the loan current.

Pursuant to the Federal Fair Debt Collection Practices Act, we advise you that this firm is a debt collector attempting to collect the indebtedness referred to in the above paragraphs and any information we obtain from you will be used for that purpose.

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT 5

Unofficial Copy Office of Marilyn Burgess District Clerk

PHH Mortgage



United States

Print or save

TO PHH MORTGAGE
United States ...8198

FROM LSHB CHECKING ...9250

AMOUNT \$9,799.15

WIRE TRANSFER FEE \$25.00

TAXES LOCAL TAXES MAY APPLY

TOTAL FROM ACCOUNT \$9,824.15

SEND ON 12/12/2024

DELIVER BY 12/12/2024

MESSAGE TO PHH MORTGAGE SERVICES LOAN
RECIPIENT'S BANK 0000361975 FOR 15686
BARKERS LANDING

STATUS COMPLETED

CONFIRMATION NUMBER OW00005199312626

Transaction details

\$9,799.15

Transaction: 12/12/2024

Posted: 12/12/2024

Additional info

Category

Electronic Payments

Transaction description

WT FED#06759 TEXAS CAPITAL BANK /FTR/
BNF=PHH MORTGAGE SRF# OW00005199312626
TRN#241212154494 RFB# OW00005199312626