

CAUSE NO. 202513751

MATTHEW FIELDS,

Plaintiff,

v.

**FREEDOM MORTGAGE
CORPORATION,**

Defendant.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

269TH JUDICIAL DISTRICT

NOTICE OF REMOVAL TO FEDERAL COURT

PLEASE TAKE NOTICE that on March 13, 2025, Defendant Freedom Mortgage Corporation (“***Defendant***”) filed in the United States District Court for the Southern District of Texas, Houston Division, a Notice of Removal of this matter. A copy of the Notice of Removal is attached hereto and incorporated herein.

Respectfully submitted,

By: /s/ Kathryn B. Davis

MATT D. MANNING

State Bar No. 24070210

mmanning@mcglinchey.com

KATHRYN B. DAVIS

State Bar No. 24050364

kdavis@mcglinchey.com

MCGLINCHEY STAFFORD, PLLC

1001 McKinney, Suite 1500

Houston, Texas 77002

Telephone : (713) 520-1900

Facsimile: (713) 520-1025

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I certify that on March 13, 2025, a true and correct copy of the foregoing was served pursuant to the TEXAS RULES OF CIVIL PROCEDURE as follows:

Via Texas File and Serve

John G. Helstowski
Texas State Bar No. 24078653
5209 Heritage Ave, Suite 510
Colleyville, Texas 76034
Telephone: (817) 382-3125
Facsimile: (817) 382-1799
Email: [jgh @jghfirm.com](mailto:jgh@jghfirm.com)
Counsel for Plaintiff

/s/ Kathryn B. Davis
KATHRYN B. DAVIS

Unofficial Copy Office of Marilyn Burgess District Clerk

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Teri Rostron on behalf of Kathryn Davis

Bar No. 24050364

trostron@mcglinchey.com

Envelope ID: 98434956

Filing Code Description: Notice

Filing Description: Notice of Removal to Federal Court

Status as of 3/13/2025 3:14 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
John GHelstowski		jgh@jghfirm.com	3/13/2025 3:09:18 PM	SENT
Kasey Davis		kdavis@mcglinchey.com	3/13/2025 3:09:18 PM	SENT
Angelia Foster		afoster@mcglinchey.com	3/13/2025 3:09:18 PM	SENT
Matt Manning		mmanning@mcglinchey.com	3/13/2025 3:09:18 PM	SENT
Teri Rostron		trostron@mcglinchey.com	3/13/2025 3:09:18 PM	SENT

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

MATTHEW FIELDS,

Plaintiff,

v.

FREEDOM MORTGAGE
CORPORATION,

Defendant.

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CIVIL ACTION NO. 4:25-CV-1198

DEFENDANT'S NOTICE OF REMOVAL

Defendant Freedom Mortgage Corporation ("***Freedom***" or "***Defendant***") hereby removes to this Court the state court civil action described below pursuant to 28 U.S.C. § 1332 (diversity jurisdiction) and 28 U.S.C. § 1331 (federal question). As grounds for the removal, Defendant respectfully states the following:

I. INTRODUCTION

1. On February 28, 2025, Plaintiff Matthew Fields ("Plaintiff") filed his Original Petition in Cause No. 202513751, styled *Matthew Fields v. Freedom Mortgage Corporation*, in the 269th Judicial District Court of Harris County, Texas (the "Complaint").

2. In the Complaint, Plaintiff brings suit against Defendant, asserting claims for violation of RESPA and Regulation X, statutory fraud and common fraud, among other allegations. *See* Compl. Plaintiff seeks an injunction preventing Defendant from foreclosing on the subject residential property located at 13119 Six Rivers Drive, Humble, Texas 77346 (the "Property").

3. In accordance with 28 U.S.C. § 1446(a), copies of all process, pleadings, orders, and other papers filed in the state court action and obtained by Defendant are attached hereto and marked as composite **Exhibit A** and incorporated herein by reference.

II. TIMELINESS OF REMOVAL

4. Defendant has not yet been properly served with citation of Plaintiff's original petition filed February 28, 2025. Accordingly, this Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b).¹

III. BASIS FOR REMOVAL: DIVERSITY JURISDICTION

5. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332. This action may be removed to this Court by Defendant pursuant to 28 U.S.C. § 1441(b) because this action is between citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

A. Complete diversity exists.

6. Upon information and belief, Plaintiff is an individual, citizen and resident of Harris, Texas.²

7. Defendant Freedom Mortgage is a New Jersey corporation with its principal place of business in Florida. A corporation is a citizen of the state where it is incorporated and the state where it has its principal place of business.³ Therefore, Freedom Mortgage is a citizen of New Jersey and Florida for purposes of diversity jurisdiction.

¹ See also *Thompson v. Deutsche Bank Nat'l Tr. Co.*, 775 F.3d 298, 303 (5th Cir. 2014) (citing *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 347-48, 119 S.Ct. 1322, 143 L.Ed. 448 (1999) (the federal removal and jurisdiction statutes "clearly provide that a defendant's right to removal runs from the date on which it is formally served with process.")).

² See Complaint at ¶ 2; see also *Hollinger v. Home State Mut. Ins. Co.*, 654 F.3d 564, 571 (5th Cir. 2011) (For purposes of determining citizenship, "[e]vidence of a person's place of residence [] is prima facie proof of his domicile.").

³ 28 U.S.C. § 1332(c)(1); *Lincoln Prop. Co. v. Roche*, 546 U.S. 81, 88-90 (2005).

8. Because Plaintiff is a citizen of Texas and Defendant is not a citizen of Texas, complete diversity of citizenship exists between the parties and removal is proper.

B. The amount in controversy exceeds \$75,000.00.

9. Here, Plaintiff seeks an injunction preventing Defendant from foreclosing on the subject residential property located at 13119 Six Rivers Drive, Humble, Texas 77346 (the “Property”), and the claimed injury is the potential loss of use and ownership of the property. *See* Compl.

10. The Fifth Circuit has repeatedly held that “[i]n actions seeking declaratory or injunctive relief, it is well established that the amount in controversy is measured by the value of the object of the litigation.”⁴ The “object of the litigation” is “the value of the right to be protected or the extent of the injury to be prevented”.⁵ Consequently, when a party seeks injunctive relief in the form of a temporary restraining order or temporary injunction to prevent a defendant from foreclosing on his property, the value of the property is included in the amount in controversy.⁶ This is because if a party’s request for injunctive relief is denied, he could lose title to the property and this “loss [] must be taken into consideration in determining the total amount in controversy.”⁷

11. In this instance, the value of the Property is at least \$359,267.⁸ Therefore, based on the relief sought by Plaintiff in the Complaint, the amount in controversy exceeds \$75,000.00.

IV. BASIS FOR REMOVAL: FEDERAL QUESTION

⁴ *Farkas v. GMAC Mortg., LLC*, 737 F.3d 338, 341 (5th Cir. 2013) (quoting *Hunt v. Washington State Apple Adver. Comm’n*, 432 U.S. 333, 347 (1977)).

⁵ *Hartford Ins. Group v. Lou-Con Inc.*, 293 F.3d 908, 910 (5th Cir. 2002).

⁶ *Farkas*, 737 F.3d at 341; *Govea v. JPMorgan Chase Bank, N.A.*, No. CIV.A. H-10-3482, 2010 WL 5140064, at *3 (S.D. Tex. Dec. 10, 2010); *Lovett v. HSBC Mortg. Services, Inc.*, No. 3:13-CV-3593-O, 2014 WL 547031, at *3 (N.D. Tex. Feb. 11, 2014); *see also Jackson v. Bank of Am., N.A.*, No. 3:13-CV-4093-L, 2014 WL 2616872, at *3 (N.D. Tex. June 12, 2014).

⁷ *See Govea*, 2010 WL 5140064 at *3 (“Consequently, if their request is denied, the [plaintiffs] could lose title to the property, a loss that must be taken into consideration in determining the total amount in controversy.”).

⁸ *See* Harris County Appraisal District Summary attached as **Exhibit B** to Defendant’s Notice of Removal. It is appropriate for the court to take judicial notice of the Harris County Tax Appraisal because it is a public record and the information it provides is readily ascertainable and the source—the Harris County Tax Appraisal District—cannot reasonably be questioned. *See Funk v. Stryker*, 631 F.3d 777, 783 (5th Cir. 2011).

12. This Court also has original jurisdiction over this lawsuit pursuant to 28 U.S.C. § 1331 because the Complaint enumerates claims for violations of Regulation X, 12 C.F.R. § 1024.41 *et seq.* and violations of the Real Estate Settlement Procedures Act, 12 U.S.C. § 2605(e), *et seq.* (“**RESPA**”).⁹ Federal question jurisdiction under 28 U.S.C. § 1331 “exists when a well-pleaded complaint establishes either that federal law creates the cause of action or that the plaintiff’s right to relief necessarily depends on resolution of a substantial question of federal law.”¹⁰ Under RESPA alone, “Courts have routinely held that allegations of violations of RESPA give rise to federal question jurisdiction.”¹¹

13. Additionally, the Court has supplemental jurisdiction under 28 U.S.C. § 1367(a) over Plaintiff’s state law claims because they share a common nucleus of operative facts with this federal claim.¹²

IV. VENUE

14. Venue for this Removal is proper in the United States District Court for the Southern District of Texas, Houston Division, because this district and division includes Harris County, Texas—the location of the pending state court action.¹³

V. ADDITIONAL REQUIREMENTS

15. Written Notice of Removal will be provided to Plaintiff and filed with the District Clerk of Harris County, Texas.

⁹ See Complaint, ¶¶ 50-52.

¹⁰ *Borden v. Allstate Ins. Co.*, 589 F.3d 168, 172 (5th Cir. 2009) (citation and internal quotations omitted).

¹¹ *Perez v. Wells Fargo USA Holdings, Inc.*, 2019 WL 6687704, at *3 (S.D. Tex. 2019) (collecting cases).

¹² See e.g., *Good v. Prof-2013-S3 Legal Title Tr. IV*, 2018 WL 654550, at *3 (N.D. Tex. 2018) (finding supplemental jurisdiction where state law and federal claims were based on the same alleged wrongful conduct relating to foreclosure proceedings).

¹³ See 28 U.S.C. § 1441(a); 28 U.S.C. § 124(b)(1) (stating that the Houston Division of the Southern District includes Harris County).

16. This Notice of Removal is signed pursuant to FED. R. CIV. P. 11. *See* 28 U.S.C. § 1446(a).

17. In the event that Plaintiff seeks to remand this case, or the Court considers remand *sua sponte*, Defendant respectfully requests the opportunity to submit such additional argument or evidence in support of removal as may be necessary.

17. Plaintiff made a jury demand in the Complaint.

18. Having satisfied the requirements for removal, Defendant gives notice that Cause No. 202513751, styled *Matthew Fields v. Freedom Mortgage Corporation*, in the 269th Judicial District Court of Harris County, Texas, has been removed to this Court.

Respectfully submitted,

By: /s/ Kathryn B. Davis

MATT D. MANNING

State Bar No. 24070210

mmanning@mcglinchey.com

KATHRYN B. DAVIS

State Bar No. 24050364

kdavis@mcglinchey.com

McGLINCHEY STAFFORD, PLLC

1001 McKinney, Suite 1500

Houston, Texas 77002

Telephone : (713) 520-1900

Facsimile: (713) 520-1025

ATTORNEYS FOR DEFENDANT

CERTIFICATE AND NOTICE OF FILING

I certify that on March 13, 2025, the foregoing Notice of Removal was filed with the District Clerk of Harris County, Texas, and that written notice of filing of the Notice of Removal was served upon Plaintiff.

/s/ Kathryn B. Davis

KATHRYN B. DAVIS

CERTIFICATE OF SERVICE

I certify that on March 13, 2025, a true and correct copy of the foregoing was served pursuant to the FEDERAL RULES OF CIVIL PROCEDURE as follows:

Via First Class Mail and/or EMAIL

John G. Helstowski
Texas State Bar No. 24078653
5209 Heritage Ave, Suite 510
Colleyville, Texas 76034
Telephone: (817) 382-3125
Facsimile: (817) 382-1799
Email: jgh_@jghfirm.com

Counsel for Plaintiff

/s/ Kathryn B. Davis

KATHRYN B. DAVIS

Exhibit “A”

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TAB 1	State Court Docket Sheet	03/13/2025
TAB 2	Plaintiffs Original Verified Petition, with Exhibit A-C	02/28/2025
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TAB 5	Temporary Restraining Order – Signed	03/03/2025
TAB 6	Clerks Certificate of Cash Deposit	03/04/2025
TAB 7	Request to Issue Citations	03/04/2025
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HCDistrictclerk.com

FIELDS, MATTHEW vs. FREEDOM MORTGAGE
CORPORATION (ITS/THEIR SUCCESSORS AND/OR
ASSIGNS)

3/13/2025

Cause: 202513751

CDI: 7

Court: 269

APPEALS

No Appeals found.

COST STATMENTS

No Cost Statments found.

TRANSFERS

No Transfers found.

POST TRIAL WRITS

No Post Trial Writs found.

ABSTRACTS

No Abstracts found.

NOTICES

No Notices found.

SUMMARY**CASE DETAILS**

File Date	2/28/2025
Case (Cause) Location	
Case (Cause) Status	Active - Civil
Case (Cause) Type	Eminent Domain
Next/Last Setting Date	3/14/2025
Jury Fee Paid Date	N/A

CURRENT PRESIDING JUDGE

Court	269 th
Address	201 CAROLINE (Floor: 13) HOUSTON, TX 77002 Phone:8329272269
JudgeName	CORY SEPOLIO
Court Type	Civil

ACTIVE PARTIES

Name	Type	Post Jdgm	Attorney
FIELDS, MATTHEW	PLAINTIFF - CIVIL		HELSTOWSKI, JOHN GANNON

13119 SIX RIVERS DRIVE, HUMBLE, TX 77345

FREEDOM MORTGAGE CORPORATION (ITS/THEIR DEFENDANT - CIVIL
SUCCESSORS AND/OR ASSIGNS)

1999 BRYAN ST STE 900, DALLAS, TX 75201

FREEDOM MORTGAGE CORPORATION (ITS/THEIR REGISTERED AGENT
SUCCESSORS AND/OR ASSIGNS)

1999 BRYAN STREET SUITE 900, DALLAS, TX 75201-3136

INACTIVE PARTIES

No inactive parties found.

JUDGMENT/EVENTS

Date	Description	Order Signed	Post Jdgm	Pgs	Volume /Page	Filing Attorney	Person Filing
3/3/2025	HEARING HELD FOR ANOTHER COURT			0			
3/3/2025	APPEARANCE ON TEMPORARY INJ OR TEMPORARY RESTRAINING ORD			0			
3/3/2025	EVIDENCE PRESENTED (BENCH HEARING)			0			
3/3/2025	ORDER SIGNED SETTING HEARING	3/3/2025		3			
3/3/2025	BENCH HEARING ASSIGNED			0			
3/3/2025	ORDER SIGNED GRANTING TEMPORARY RESTRAINING ORDER	3/3/2025		3			
3/3/2025	ORDER SETTING BOND SIGNED	3/3/2025		3			
2/28/2025	ORIGINAL PETITION			0		HELSTOWSKI, JOHN GANNON	FIELDS, MATTHHEW

SETTINGS

Date	Court Post Jdgm	Docket Type	Reason	Results	Comments	Requesting Party
3/14/2025 01:00 PM	269	Law Day Docket	TEMPORARY INJUNCTION (MOTION FOR)			
3/03/2025 12:30 PM	334	Ancillary Docket	TEMPORARY RESTRAINING ORDER (MOTION FOR)	Tried	GRANTED O/S 3/3/2025	THOMSON, LIAM BRADLEY

SERVICES

Type	Status	Instrument	Person	Requested	Issued	Served	Returned	Received	Tracking	Deliver To
CITATION	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	FREEDOM MORTGAGE CORPORATION (ITS/THEIR SUCCESSORS AND/OR ASSIGNS)	2/28/2025	3/5/2025				74447199	E-MAIL
1999 BRYAN STREET SUITE 900 DALLAS TX 75201										
TEMPORARY RESTRAINING ORDER	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	FREEDOM MORTGAGE CORPORATION (ITS/THEIR SUCCESSORS AND/OR ASSIGNS)	2/28/2025	3/5/2025				74447215	E-MAIL
1999 BRYAN STREET SUITE 900 DALLAS TX 75201										

DOCUMENTS

Number	Document	Post Jdgm	Date	Pgs
119301369	Plaintiffs Unopposed Motion To Extend Temporary Restraining Order And Reschedule Temporary Injunction Hearing		03/05/2025	5
119274226	Request to Issue Citations -Fields (2)		03/04/2025	3
119328866	Clerks Certificate of Cash Deposit in Lieu of Injunction Bond per Order of the Court		03/04/2025	1
119257986	ORDER SETTING BOND SIGNED		03/03/2025	3
	ORDER SIGNED GRANTING TEMPORARY RESTRAINING ORDER		03/03/2025	
	ORDER SIGNED SETTING HEARING		03/03/2025	
119218927	Plaintiffs Original Verified Petition & Application for Temporary Restraining Order and Temporary Injunction		02/28/2025	14
-> 119218928	Exhibit A		02/28/2025	14
-> 119218929	Exhibit B		02/28/2025	8
-> 119218930	Exhibit C		02/28/2025	3
119228350	Temporary Restraining Order		02/28/2025	3
119229724	Certificate of Conference		02/28/2025	3

Unofficial Copy Office of Marilyn Burgess District Clerk

1

3. Defendant Freedom Mortgage Corporation (“Defendant”), is a foreign limited liability company doing business in the State of Texas and purports to be the current servicer of Plaintiffs mortgage loan made the subject of this suit, and according to the Texas Secretary of State, Defendant may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136. Service of process upon Defendant Freedom Mortgage Corporation as described above can be effectuated by personal delivery to its registered agent.

III.

JURISDICTION AND VENUE

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

5. Plaintiff seeks:

- a. monetary relief of less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorneys’ fees; and,
- b. injunctive relief in the form of a temporary restraining order and temporary injunction.

6. This court has personal jurisdiction herein because the Defendant is a Texas resident and/or routinely engages in or transact business with sufficient minimum contacts in the State of Texas.

7. The Venue is proper in Harris County, Texas in this cause pursuant to TEX. CIV. PRAC. & REM. CODE §15.011 et seq., and because this action involves real property situated entirely in Harris County, Texas, and because all of the acts, events and/or occurrences that form the basis of this lawsuit occurred, or were obligated to occur in Harris County, Texas.

IV.

FACTUAL ALLEGATIONS

8. On July 31, 2018, Plaintiff Matthew Fields along with his wife purchased the real property and improvements commonly known as 13119 Six Rivers Drive, Humble, Texas 77346 and legally described, to wit:

LOT 5, BLOCK 1 OF GROVES SEC. 12, AN SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 682651, MAP RECORDS, HARRIS COUNTY, TEXAS. ("Property").

which is the Plaintiffs homestead. The plaintiff and his wife applied for and obtained a loan from Eagle Home Mortgage, LLC. ("original lender") evidenced by a Promissory note in the original principal amount of \$315,250.00 and secured by a Deed of Trust of even date. A true and correct copy of the Deed of Trust recorded as instrument no. RP-2018-358477 in the official real property records of the Harris County Clerk's office is attached hereto marked Exhibit "A" and incorporated herein by reference for all purposes. The Note and Deed of Trust are hereinafter referred to as "Plaintiffs' Loan".

9. Plaintiff was and remained current on his mortgage loan until about 2020.

10. Plaintiff and his wife were faced with some financial struggles and fell behind on the mortgage around 2020 due to loss of hours at work because of the Covid 19 pandemic.

11. Plaintiff immediately began contacting Defendant regarding the deficiency he was facing with his mortgage payments.

12. Plaintiff cashed out his retirement account and used the money to pay his mortgage current.

13. From the year 2020 to 2022 Plaintiff and his wife conceived 2 children, which raised their monthly expenses significantly.

14. Plaintiff struggled, however, was able to stay current on his monthly mortgage

payment until 2024.

15. In 2023-2024, Plaintiff's wife had a decrease in her income due to her work shifts being cancelled at her place of employment.

16. Plaintiff made numerous phone calls back and forth with the Defendant in order to work out a repayment plan to come current on his mortgage.

17. Plaintiff and Defendant coordinated together and were able to enter the Plaintiff into a loan modification agreement on January 30, 2024. The Loan Modification recorded as instrument no. RP-2024-57790 in the official real property records of the Harris County Clerk's office is attached hereto marked Exhibit "B" and incorporated herein by reference for all purposes.

18. Plaintiff completed his loan modification and continued to pay his monthly mortgage payments thereafter until August 2024.

19. Subsequently, due to wife's loss of income, Plaintiff was unable to make a post modification mortgage payment for August 2024.

20. Plaintiff and his wife struggled to catch up on their monthly expenses and mortgage payments.

21. Subsequently, Plaintiff managed to come up with the funds to pay a mortgage payment to the Defendant for November 2024.

22. Once the Plaintiff submitted the November mortgage payment, he contacted the Defendant and requested that he be reviewed for loss mitigation.

23. Defendant informed the Plaintiff that it would take 30 (thirty) days or more to complete a loss mitigation review.

24. Plaintiff worked diligently to complete and submit all documents that were requested from Defendant in order to do the loss mitigation review.

25. On February 7, 2025, Plaintiff contacted the Defendant to check on the status of his loss mitigation review.

26. The Defendant informed Plaintiff that they needed him to provide a release of lien document so that the Defendant to complete the loss mitigation review.

27. Plaintiff was able to provide to the Defendant the requested release of lien on February 12, 2025.

28. Plaintiff called Defendant to inquire whether the release of lien document was sufficient for the loss mitigation review, and the Defendant informed the Plaintiff that it was in fact sufficient, and that the Plaintiff should call back on February 18, 2025, to check the status of the loss mitigation review.

29. Plaintiff called the Defendant on February 18, 2025, to check on the status of his loss mitigation review; he was told to call back on February 19, 2025.

30. The Plaintiff did as he was instructed and called the Defendant on February 19, 2025.

31. The Plaintiff informed the representative for the Defendant that he would be able to pay the full reinstatement within a couple of weeks.

32. The Plaintiff and his wife were shocked and dismayed when the representative informed them that their home that they have worked so hard to sustain for their children was in threat of being sold at auction on March 4, 2025, since the Plaintiff was led to believe he was being reviewed for loss mitigation. The Notice of Substitute Trustee's Sale is attached hereto marked Exhibit "C" and incorporated herein by reference for all purposes

33. The Plaintiff has contacted the Defendant numerous times to inquire the status of his loss mitigation as well as whether there were any other options available for him, in order to

stop his home from being foreclosed on March 4, 2025.

34. On February 25, 2025, desperate to keep his family in his home, Plaintiff Matthew Fields hired the undersigned counsel to represent him in this foreclosure litigation lawsuit.

35. Plaintiff's counsel researched the Harris County foreclosures online and did in fact find the Notice of Substitute Trustee's Sale that is incorporated as Exhibit "C"

V.

FIRST CAUSE OF ACTION –
APPLICATION FOR TEMPORARY RESTRAINING ORDER
AND TEMPORARY INJUNCTION

36. The Plaintiff hereby incorporates by reference and realleges all material allegations of fact set forth in Section IV above as if fully set forth herein.

37. Pursuant to Rule 680 of the Texas Rules of Civil Procedure, the Plaintiff hereby seeks immediate relief in the form of a Temporary Restraining Order wherein this Court orders, restrains and prohibits each of the Defendant, and/or any of their agents, employees, attorneys, trustees, substitute trustees, successors and/or assigns from foreclosing upon Plaintiff's homestead 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 their various claims and causes of action pleaded herein. There presently exists an imminent threat of irreparable harm to Plaintiff in the form of the Defendant and/or their agents, employees, attorneys, trustees and/or substitute trustees stated intent to complete a foreclosure sale and divest Plaintiff of his fee simple title and ownership interest in and to their homestead property unless this Court immediately restrains such acts or conduct as requested herein.

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

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

VI.

**SECOND CAUSE OF ACTION –
STATUTORY FRAUD IN REAL ESTATE TRANSACTION**

39. The Plaintiff hereby incorporates by reference and realleges all material allegations of fact set forth in Section IV, and V. above as if fully set forth herein.

40. The acts conduct and/or omissions of all of the Defendant, Freedom Mortgage Corporation as described herein, *supra*, also constitute statutory fraud in a real estate transaction as defined by TEX. BUS. & COM. CODE §27.01 et seq.

41. The Defendant Freedom Mortgage Corporation made numerous false representations of material fact to Plaintiff that were made for the purpose of inducing Plaintiff to enter into the loss mitigation and which false representations Plaintiffs relied upon to their detriment, and which are the proximate cause of the actual damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this Court.

42. Defendant engaged in a pattern of deception and made numerous false representations of material fact or promises to Plaintiff, and each of those false representations or promises were made with actual awareness of the falsity thereof, and thereby committed fraud in a real estate transaction and are liable to Plaintiff for all actual and exemplary damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this court.

43. Specifically, Defendant Freedom Mortgage Corporation, who was and is the lender that the Plaintiff relied upon and was supposed to review Plaintiff for loss mitigation and misled

Plaintiff into believing he was completing a loss mitigation application to cure his mortgage arrears, which Plaintiff relied upon to his detriment.

44. Pursuant to the Texas Declaratory Judgment Act, TEX. CIV. PRAC. & REM. CODE § 37.001 et seq., Plaintiff hereby seeks a declaratory judgment from this Court declaring the entire Loan contract is void, *ab initio*, and of no force or effect whatsoever, and that Plaintiff own the subject property free and clear of the fraudulent loans, and award Plaintiff all actual damages sustained and incurred in excess of the minimum jurisdictional limits of this Court, including exemplary damages all as authorized under TEX. BUS. & COM. CODE § 27.01 et seq.

45. Moreover, as each of the acts, conduct or omissions of Defendant that constitute statutory fraud in a real estate transaction as described herein, *supra*, all of those acts, conduct or omissions are false, misleading or deceptive acts or practices as defined by TEX. BUS. & COM. CODE §17.46(b), Plaintiff hereby seeks an award of treble or three (3) times the amount of their actual damage sustained and incurred in excess of the minimum jurisdictional limits of this Court as well as exemplary damages as authorized thereunder.

THIRD CAUSE OF ACTION -
COMMON LAW FRAUD AND/OR FRAUD BY NON-DISLCOSURE

46. Plaintiff hereby incorporates by reference and reallege all material allegations of fact set forth in Sections IV, V, and VI, above as if fully set forth herein.

47. The various acts conducted and/or omissions of Defendant as described herein, *supra*, also constitute common law fraud and/or fraud by non-disclosure and are a producing cause of the actual damage sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this Court.

48. Specifically, Defendant wholly failed to disclose certain material facts to Plaintiff, which each had a duty to disclose as the Plaintiff's lender, and which facts each knew that Plaintiff

was ignorant of and did not have an equal opportunity to discover those facts, and Defendant was deliberately silent when they had a duty to speak, and by failing to disclose those facts, Defendant intended that Plaintiff take certain actions in reliance upon those facts, namely, and Plaintiff relied upon the Defendant's non-disclosure and suffered injury and actual damages in excess of the minimum jurisdictional limits of this Court.

49. As each of the acts, conduct or omissions of Defendant as described herein that constitute common law fraud and/or fraud by non-disclosure and were committed intentionally, knowingly and/or with malice, or a conscious indifference as to the rights of Plaintiff, Plaintiff is entitled to and hereby seek an award of exemplary damages in excess of the minimum jurisdictional limits of this Court.

FOURTH CAUSE OF ACTION -
VIOLATIONS OF RESPA AND REGULATION X OF
THE CODE OF FEDERAL REGULATIONS AND THE CARES ACT

50. Plaintiff hereby incorporates by reference and realleges all material allegations of the acts set forth in Sections IV, V, and VI above as if fully set forth herein.

51. The acts, conduct and/or omissions of Defendant, which at all material times hereto was acting in its/their alleged capacities as "mortgage servicer" of Plaintiffs Loan also constitute violations of Regulation X of the Code of Federal Regulations established by the Consumer Financial Protection Bureau, 12 C.F.R. §1024.41 et seq., which became effective as of January 10, 2014, because the acts, conduct or omissions as described herein, *supra*, constitute violations this statute, and those statutory violations are a producing cause of the actual damages sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this Court.

52. Pursuant the Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. §2605(f), Plaintiffs have a private right of action providing for remedies for the claimed breaches of

Regulation X, including actual damages, costs, statutory damages and attorney's fees. See 12 C.F.R. §1024.41(a).

**THIRD CAUSE OF ACTION -
COMMON LAW FRAUD AND/OR FRAUD BY NON-DISLCOSURE**

53. Plaintiff hereby incorporates by reference and reallege all material allegations of fact set forth in Sections IV, V, and VI, above as if fully set forth herein.

54. The various acts conducted and/or omissions of Defendant as described herein, *supra*, also constitute common law fraud and/or fraud by non-disclosure and are a producing cause of the actual damage sustained and incurred by Plaintiff in excess of the minimum jurisdictional limits of this Court.

55. Specifically, Defendant, Freedom Mortgage Corporatin wholly failed to disclose certain material facts to Plaintiff, which each had a duty to disclose as the Plaintiff's lender, and which facts each knew that Plaintiff was ignorant of and did not have an equal opportunity to discover those facts, and Defendant was deliberately silent when they had a duty to speak, and by failing to disclose those facts, Defendant intended that Plaintiff take certain actions in reliance upon those facts, and Plaintiff relied upon the Defendant's non-disclosure and suffered injury and actual damages in excess of the minimum jurisdictional limits of this Court.

56. As each of the acts, conduct or omissions of Defendant as described herein that constitute common law fraud and/or fraud by non-disclosure and were committed intentionally, knowingly and/or with malice, or a conscious indifference as to the rights of Plaintiff, Plaintiff is entitled to and hereby seek an award of exemplary damages in excess of the minimum jurisdictional limits of this Court.

VIII.

EXEMPLARY DAMAGES

57. Plaintiff hereby incorporates by reference and realleges all material allegations of fact set forth in Sections IV, V, VI, and VII, above as if fully set forth herein.

58. Plaintiff would further show that the various acts, conduct and/or omissions of the Defendant complained of herein were committed knowingly, willfully, intentionally, and with actual awareness, and with the specific and pre-determined intention of enriching said Defendant at the expense of Plaintiff. In order to punish said Defendant for such unconscionable overreaching and to deter such actions and/or omissions in the future, Plaintiff also seeks recovery from Defendant, for exemplary damages as provided by Section 41.003(a)(1) of the Texas Civil Practice and Remedies Code.

IX.

ATTORNEY'S FEES

59. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff 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) The Texas Debt Collection Act, and (b) the Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. §2605.

X.

JURY DEMAND

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

XI.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs, Matthew, respectfully prays that each of the Defendant Freedom Mortgage Corporation, and/or its/their various agents, employees, attorneys, trustees, successor trustees, successors and/or assigns, be cited to appear and answer herein, and that the Plaintiff, Matthew Fields be granted immediate relief in the form of a temporary restraining order and temporary injunction preventing the Defendant Freedom Mortgage Corporation, and/or their respective agents, employees, attorneys, trustees, substitute trustees, successors and/or assigns, from foreclosing upon Plaintiff's homestead property described herein until the merits of their 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, Matthew Fields and against Defendant, Freedom Mortgage Corporation for violations of RESPA and Regulation X of the Code of Federal Regulations, and for violations of the Texas Debt Collection Act; and for all economic and actual damages requested herein in an amount in excess of the minimum jurisdictional limits of the 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 Plaintiff may be justly entitled.

Respectfully submitted,

J. GANNON HELSTOWSKI LAW FIRM

/s/ John G. Helstowski

John G. Helstowski

Texas State Bar No. 24078653

5209 Heritage Ave, Suite 510

Colleyville, Texas 76034

Telephone: (817) 382-3125

Facsimile: (817) 382-1799

Email: jgh@jghfirm.com

Attorney for Plaintiff Matthew Fields

Unofficial Copy Office of Marilyn Burgess District Clerk

VERIFICATION

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

"My name is MATTHEW FIELDS. I am the Plaintiff named in the attached and foregoing PLAINTIFF'S ORIGINAL VERIFIED PETITION. I am over the age of 21 years and have never been convicted of a felony or other crime involving moral turpitude. I have personal knowledge of all of the facts set forth in the PLAINTIFF'S ORIGINAL PETITION and hereby state that every factual statement set forth therein is true and correct.

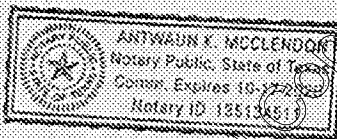
FURTHER AFFIANT SAYETH NOT."

EXECUTED this 26 day of FEBRUARY, 2025.

Matthew Fields
Signature

MATTHEW FIELDS
Print

SUBSCRIBED AND SWORN BEFORE ME on this 26 day of February, 2025, by Client, to certify which witness my hand and official seal.



[Signature]
Notary Public in and for the State of Texas

Antwaun McClendon
Printed Name of Notary Public

My Commission Expires on: 10-17-2028

(seal)

When recorded, mail to:
Eagle Home Mortgage, LLC
Secondary Marketing Ops
15550 Lightwave Dr., Suite 200
Clearwater, FL 33760

This document was prepared by:
Jessie Jensen
Eagle Home Mortgage, LLC
1725 W Greentree Dr. Suite 124
Tempe, AZ 85284
480-783-8655

Title Order No.: 14628-18-09020

LOAN #: 20092125

[Space Above This Line For Recording Data]

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

DEED OF TRUST

MIN: 1000596-0000283053-2

MERS PHONE #: 1-888-679-6377

DEFINITIONS

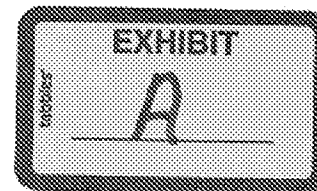
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 31, 2018, together with all Riders to this document.

(B) "Borrower" is MATTHEW V FIELDS AND DARINKA M FIELDS, HUSBAND AND WIFE.

Borrower is the grantor under this Security Instrument.

(C) "Lender" is Eagle Home Mortgage, LLC.



Lender is a Florida Limited Liability Company,
under the laws of Florida.

organized and existing

Lender's address is: 720 NW 107 Avenue, 4th Floor, Miami, FL 33172-2130

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Trustee's address is 1700 W. Loop South, Suite 200, Houston, TX 77027.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated July 31, 2018. The Note states that Borrower owes Lender **THREE HUNDRED FIFTEEN THOUSAND TWO HUNDRED FIFTY AND NO/100** ***** Dollars (U.S. \$**15,250.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2048.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations or omissions as to the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction]

of Harris

[Name of Recording Jurisdiction]:

Lot 5, Block 1, of Groves Sec.12, an subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 682651, Map Records, Harris County, Texas.

APN #: 040-158-091-0033

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." 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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the

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apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by defending against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's

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the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if

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insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, and after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits

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(a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and
 (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

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

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. 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.

24. 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

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27. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:

☒ **Purchase Money.**

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

☐ **Owelty of Partition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

☐ **Renewal and Extension of Liens Against Homestead Property.**

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

☐ **Acknowledgment of Cash Advanced Against Non-Homestead Property.**

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

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

Matthew V. Fields
MATTHEW V FIELDS

7/31/18 (Seal)
DATE

Darinka M. Fields
DARINKA M FIELDS

7/31/2018 (Seal)
DATE

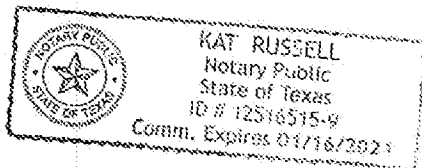
LOAN #: 20092125

State of TEXAS

County of HARRIS

Before me, Kat Russell, on this day personally appeared
MATTHEW V. FIELDS AND DARINKA M. FIELDS, known to me (or proved to me on the oath of
or through Photo ID) to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31 day of July, 2018



[Signature]
(Notary Public Signature)

Lender: Eagle Home Mortgage, LLC
NMLS ID: 1058
Loan Originator: Amber Ellison Bolloom
NMLS ID: 1311788

Unofficial Copy Office of Marilyn Burges District Clerk

UNOFFICIAL COPY

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 5, Block 1, of Groves Sec.12, an subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 682651, Map Records, Harris County, Texas.

UNOFFICIAL COPY
Unofficial Copy Office of Marilyn Burgess District Clerk

LOAN #: 20092125

MIN: 1000596-0000283053-2

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 31st day of July, 2018 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Eagle Home Mortgage, LLC, a Florida Limited Liability Company**

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: **13119 Six Rivers Drive, Humble, TX 77346**

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS**

(the "Declaration").
The Property is a part of a planned unit development known as **The Groves** (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any

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D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F 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 and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Matthew V. Fields 7/31/18 (Seal)
MATTHEW V FIELDS DATE

Darinka M. Fields 7/31/2018 (Seal)
DARINKA M FIELDS DATE

RP-2018-358477

Pages 14

08/07/2018 08:51 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees \$64.00

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

After Recording Mail To:
Mortgage Connect Escrow Inc.
6860 Argonne St, Unit A
Denver, CO 80249

Recording # 2988024

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

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

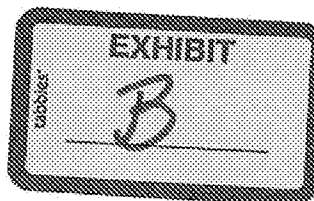
Loan No.: 105692386

Investor Loan No.: 4015498131

This Loan Modification Agreement ("Agreement") made this 27th day of December, 2023, between MATTHEW V FIELDS and DARINKA M FIELDS, HUSBAND AND WIFE ("Borrower") and Freedom Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated July 31st, 2018, recorded August 7th, 2018, and recorded in Book/Liber N/A, Page N/A, Instrument No. RP-2018-358477, of the Official Records of HARRIS County, Texas, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 13119 SIX RIVERS DRIVE, HUMBLE, Texas 77346,

the property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.



Loan No.: 105692586

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of February 1st, 2024, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$301,353.27, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.000%, from January 1st, 2024. Borrower promises to make monthly payments of principal and interest of U.S. \$1,453.12, beginning on the 1st day of February, 2024, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.000% will remain in effect until principal and interest are paid in full. If on January 1st, 2064, (the "Maturity Date"), Borrower still owe amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. The lien and security interest secured by this Agreement is a "written renewal and extension" as provided by the applicable laws of this state. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended until the indebtedness evidenced by the Note, as renewed, modified, and extended hereby, has been fully paid. Lender and Borrower acknowledge and agree that such extension, renewal, amendment, modification, or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purpose of this Agreement being simply to extend, modify, amend or rearrange the time and the manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note (including if applicable any and all vendor's liens securing the Note), which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note. Borrower hereby expressly waives the benefit of any and all statutes of limitation which might otherwise inure to Borrower's benefit, or be in any way applicable to Borrower's obligations under the terms of any and all instruments described herein.

4. If all or any part of the Property or any interest in the Property is sold or transferred, (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

Loan No.: 105692586

(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

6. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

(f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

7. No Oral Agreements: **THE WRITTEN LOAN AGREEMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

8. If applicable, by this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

9. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to

Loan No.: 105692586

Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (c) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund Borrower any Funds held by Lender.

Loan No.: 105692586

1/23/24
Date

Matthew V. Fields (Seal)
MATTHEW V FIELDS -Borrower

1/23/24
Date

Darinka M. Fields (Seal)
DARINKA M FIELDS -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of Texas §
County of Harris §

Before me, a Notary Public, on this day personally appeared MATTHEW V FIELDS and DARINKA M FIELDS known to me or proved to me on the oath of _____ or through 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.

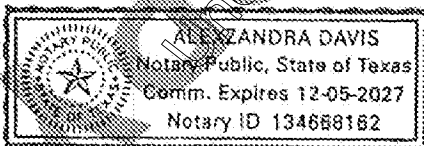
Given under my hand and seal of office this Jan day of 23 A.D. 2024.

(Seal)

Alexandra Ann Davis
Notary Signature
Printed/Typed Name

Notary Public, State of Texas

My Commission Expires: 12-05-2027



Loan No.: 105692586

Freedom Mortgage Corporation

-Lender

1/30/24

-Date

By:

Printed Name:

Its:

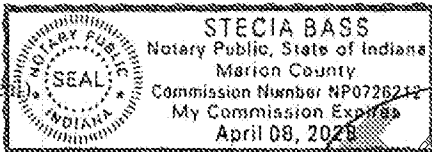
LENDER ACKNOWLEDGMENT

State of Indiana

County of Hamilton

This instrument was acknowledged before me on 1/30/2024 [date], by
Megan S. Measel [name of officer],
[title of officer] of Freedom Mortgage Corporation

(Seal)



Notary Signature

Printed/Typed Name

Notary Public, State of

My Commission Expires:

ACKNOWLEDGMENT (TEXAS)

Page 6 of 6

EXHIBIT "A"

Lot 5, Block 1, of Groves Sec.12, an subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 682651, Map Records, Harris County, Texas.
APN #: 040-158-091-0033

UNOFFICIAL
Unofficial Copy Office of Marilyn Burgess District Clerk

COPY

RP-2024-57790

Pages 8

02/20/2024 01:13 PM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$49.00

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

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Carl Meyers, Leb Kemp, Traci Yeaman, Israel Curtis,
John Sisk, Clay Golden, Stephen Mayers, Colette
Mayers, Wayne Wheat, Dana Dennen, Kinney Lester,
Thomas Lester, Joshua Sanders, Wesley Fowler-
Williams, Ramiro Cuevas, Matthew Hansen, Evan Press,
Anna Sewart, David Barry, Byron Sewart, Patricia
Poston, Austin DuBois, Sandy Dasigenis, Jeff Leva,
John Burger, Martin Beltran
c/o Malcolm Cisneros/Trustee Corps
17100 Gillette Avenue
Irvine, CA 92614
(949) 252-8300

TS No TX08000043-22-2

APN 139-147-001-0005 FKA 040-158-
091-0033

TO No 220523838

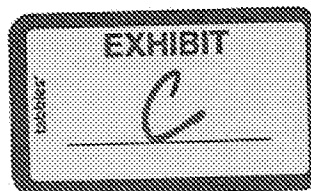
NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on July 31, 2018, MATTHEW V FIELDS AND DARINKA M FIELDS, HUSBAND AND WIFE as Grantor/Borrower, executed and delivered that certain Deed of Trust in favor of SCOTT R. VALBY as Trustee, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for EAGLE HOME MORTGAGE, LLC, its successors and assigns, as original Beneficiary, which Deed of Trust secures the payment of that certain Promissory Note of even date therewith in the original amount of \$315,250.00, payable to the order of FREEDOM MORTGAGE CORPORATION as current Beneficiary, which Deed of Trust recorded on August 7, 2018 as Document No. RP-2018-358477 and that said Deed of Trust was modified by Modification Agreement and recorded February 20, 2024 as Instrument Number RP-2024-57790 in Harris County, Texas. Deed of Trust covers all of the real property described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

APN 139-147-001-0005 FKA 040-158-091-0033

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed Carl Meyers, Leb Kemp, Traci Yeaman, Israel Curtis, John Sisk, Clay Golden, Stephen Mayers, Colette Mayers, Wayne Wheat, Dana Dennen, Kinney Lester, Thomas Lester, Joshua Sanders, Wesley Fowler-Williams, Ramiro Cuevas, Matthew Hansen, Evan Press, Anna Sewart, David Barry, Byron Sewart, Patricia Poston, Austin DuBois, Sandy Dasigenis, Jeff Leva, John Burger, Martin Beltran or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and FREEDOM MORTGAGE CORPORATION, the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust.



TS No TX08000043-22-2

APN 139-147-001-0005 FKA 040-158-

TO No 220523838

NOW THEREFORE, NOTICE IS HEREBY GIVEN that on ⁰⁹¹⁻⁰⁰³³ Tuesday, March 4, 2025 at 10:00 AM, no later than three (3) hours after such time, being the first Tuesday of such month, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place in Harris County, Texas, at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a Deed of Trust or other contract lien as follows: **Bayou City Event Center, 9401 Knight Road, Houston TX 77045, or in the area designated by the Commissioner's Court.**

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of and FREEDOM MORTGAGE CORPORATION's election to proceed against and sell both the real property and any personal property described in said Deed of Trust in accordance with and FREEDOM MORTGAGE CORPORATION's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

NOTICE IS FURTHER GIVEN, that except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is" condition. Conveyance of the Property shall be made without any representations or warranties whatsoever expressed or implied. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters and are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is" condition, without any expressed or implied warranties, except as to the warranted.

WITNESS, my hand this 15th day of January, 2025.

By: Ramiro Cuevas, Substitute Trustee(s)

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

**SALE INFORMATION CAN BE OBTAINED ONLINE AT www.Auction.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL: Auction.com at 800.280.2832**

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

TS No TX08000043-22-2

APN 139-147-001-0005 FKA 040-158-

TO No 220523838

091-0033
EXHIBIT "A"

LOT 5, BLOCK 1, OF GROVES SEC.12, AN SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 682651, MAP RECORDS, HARRIS COUNTY, TEXAS.

UNOFFICIAL COPY
Unofficial Copy Office of Marilyn Burgess District Clerk
EXHIBIT "A"
COPY

B. Plaintiff will suffer an irreparable harm if the Defendant, 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 and ownership and possession of their homestead residence, which is unique and irreplaceable, and there is no adequate remedy at law to grant Plaintiff complete, final and equitable relief.

C. Plaintiff has provided notice to the Defendant, through its local foreclosure attorneys Malcolm Cisneros Trustee Corps, of the filing of Plaintiff's Petition at least two (2) hours before this Court conducted this hearing and has provided the Court with a Certificate of Conference to evidence the same as required by the Local Rules of the Harris County District Courts.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Defendant and any of its agents, employees, attorneys, trustees, substitute trustees, successors and/or assigns is/are each hereby ORDERED to immediately cease and desist from proceeding with any and all efforts to foreclose upon Plaintiff's homestead property described in the Plaintiff's Petition, which is commonly known as 13119 Six Rivers Drive, Humble, Texas 77346, and that the Defendant is hereby immediately enjoined and restrained from the date of entry of this order until fourteen (14) days hereafter, or until further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff's Application for Temporary Injunction be heard on _____ at _____ o'clock _____. M. in the courtroom of the _____ District Court of Harris County located in the Harris County Courthouse, 201 Caroline Street, Houston, Texas 77022, and that the Defendant is commanded to appear at that time and provide reasons, if any, why a temporary injunction should not be issued against said Defendant.

The clerk of the above-entitled court shall issue a notice of entry of a temporary restraining order in conformity with the law and the terms of this order, to include a copy of this order, upon the posting by Plaintiff of the bond hereinafter set forth.

This order shall not be effective until Plaintiff deposits with the Harris County District Clerk a cash bond in the amount of \$_____, or in the form of a check drawn from the Plaintiff's counsel's business checking account, in due conformity with applicable law.

SIGNED and ENTERED on this ____ day of November 2024 at ____ o'clock, __. M.

DISTRICT JUDGE

APPROVED AND AGREED AS TO FORM:

/s/ John G. Helstowski

John G. Helstowski
Texas Bar No. 24078653
5209 Heritage Ave., Suite 510
Colleyville, TX 76034
Telephone: (817) 382-3125
Facsimile: (817) 382-1799
Email: jgh@jghfirm.com
Attorney for Plaintiff

/s/ John G. Helstowski

John G. Helstowski

Texas State Bar No. 24078653

5209 Heritage Ave., Suite 510

Colleyville, TX 76034

Telephone: (817) 382-3125

Facsimile: (817) 382-1799

Email: jgh@jghfirm.com

Attorney for Plaintiff

Unofficial Copy Office of Marilyn Burgess District Clerk

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

John Helstowski
Bar No. 24078653
jgh@jghfirm.com
Envelope ID: 97944349
Filing Code Description: Notice
Filing Description: Certificate of Conference
Status as of 2/28/2025 4:57 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
John GHelstowski		jgh@jghfirm.com	2/28/2025 4:15:51 PM	SENT

B. Plaintiff will suffer an irreparable harm if the Defendant, 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 and ownership and possession of their homestead residence, which is unique and irreplaceable, and there is no adequate remedy at law to grant Plaintiff complete, final and equitable relief.

C. Plaintiff has provided notice to the Defendant, through its local foreclosure attorneys Malcolm Cisneros Trustee Corps, of the filing of Plaintiff's Petition at least two (2) hours before this Court conducted this hearing and has provided the Court with a Certificate of Conference to evidence the same as required by the Local Rules of the Harris County District Courts.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Defendant and any of its agents, employees, attorneys, trustees, substitute trustees, successors and/or assigns is/are each hereby **ORDERED** to immediately cease and desist from proceeding with any and all efforts to foreclose upon Plaintiff's homestead property described in the Plaintiff's Petition, which is commonly known as 13119 Six Rivers Drive, Humble, Texas 77346, and that the Defendant is hereby immediately enjoined and restrained from the date of entry of this order until fourteen (14) days hereafter, or until further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff's Application for Temporary Injunction be heard on MARCH 14 2025 at 1PM o'clock _____. M. in the courtroom of the 269 District Court of Harris County located in the Harris County Courthouse, 201 Caroline Street, Houston, Texas 77022, and that the Defendant is commanded to appear at that time and provide reasons, if any, why a temporary injunction should not be issued against said Defendant.

The clerk of the above-entitled court shall issue a notice of entry of a temporary restraining order in conformity with the law and the terms of this order, to include a copy of this order, upon the posting by Plaintiff of the bond hereinafter set forth.

This order shall not be effective until Plaintiff deposits with the Harris County District Clerk a cash bond in the amount of \$ 250.00, or in the form of a check drawn from the Plaintiff's counsel's business checking account, in due conformity with applicable law.

SIGNED and ENTERED on this ____ day of November 2024 at ____ o'clock, __. M.

Signed:
3/3/2025
1:24 PM

DISTRICT JUDGE

APPROVED AND AGREED AS TO FORM:

/s/ John G. Helstowski

John G. Helstowski
Texas Bar No. 24078653
5209 Heritage Ave., Suite 510
Colleyville, TX 76034
Telephone: (817) 382-3125
Facsimile: (817) 382-1799
Email: jgh@jghfirm.com
Attorney for Plaintiff

2025-13751

CAUSE NUMBER 202513751Matthew Fields

PETITIONER

§ IN THE DISTRICT COURT OF

§ HARRIS COUNTY, TEXAS

VS.

Freedom Mortgage Corporation

RESPONDENT

§ 269 JUDICIAL DISTRICTCLERK'S CERTIFICATE OF CASH DEPOSIT IN LIEU
OF INJUNCTION BOND PER ORDER OF THE COURTTHE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS DOCUMENT IS TO CERTIFY that I, the undersigned Clerk of the District Courts of Harris County, Texas have received a cash deposit, as ordered by the Court, in the amount of Two hundred Fifty and 00/100 Dollars (\$ 250.00), to be deposited with the Registry of the Court in lieu of a Temporary Restraining Order Bond or a Temporary Injunction Bond, as required by Rule 684, T.R.C.P., in the above styled and numbered cause as provided by the order entered on the 4 day of March, 2025.

This cash deposit is made and received in lieu of TEMPORARY RESTRAINING ORDER or TEMPORARY INJUNCTION, conditioned that the applicant will abide the decision which may be made in the cause, and that he will pay all sums of money and costs that may be adjudged against him if the restraining order or temporary injunction shall be dissolved in whole or in part, and this certificate is issued to have the force and effect of a TEMPORARY RESTRAINING ORDER BOND OR A TEMPORARY INJUNCTION BOND in accordance with the Order of the Court.

WITNESS my hand and seal of office this 4 day of March, A.D., 20 25.

FILEDMarilyn Burgess
District Clerk

MAR 04 2025

Time: 8:15 am

Harris County, Texas

By: Joshua Hall
DeputyMarilyn Burgess, District Clerk
Harris County, Texas
Po Box 4651
Houston, Texas 77210-4651By: Hall
Deputy District ClerkPrincipal: Matthew Fields / Matthew FieldsAttorney: John G. HelstowskiBar Number: 24076653RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

J. GANNON HELSTOWSKI LAW FIRM
5209 HERITAGE AVENUE, SUITE 510
COLLEYVILLE, TEXAS 76034
(817) 382-3125 - Telephone
(817) 382-1799 – Facsimile

March 4, 2025

Marilyn Burgess, District Clerk
Harris County Courthouse
201 Caroline, Suite 420
Houston, Texas 77002
Attn: Civil Process

RE: Request to Issue Citations and TRO Notice:
Matthew Fields, Plaintiff VS Freedom Mortgage Corporation, its/their
successors and/or assigns, Defendant
Cause No. 202513751, 269th Judicial District of Harris County

Dear District Clerk:

Please issue original Citations and TRO Notice to the following Defendant regarding the above referenced matter as follows:

- 1. Freedom Mortgage Corporation**
c/o CT Corporation System
1999 Bryan Street, Suite 900
Dallas, Texas 75201-3136

Once issued, please upload the same and email to jgh@jghfirm.com with courtesy copy to hmk@jghfirm.com. We will then forward to a private process server for service.

Thank you for your assistance in this matter, and please feel free to contact me should you have any questions.

Respectfully submitted,

/s/ John G. Helstowski

John G. Helstowski

State Bar No. 24078653

J. GANNON HELSTOWSKI LAW FIRM

5209 Heritage Avenue, Suite 510

Colleyville, Texas 76034

(817) 382-3125 – Telephone

(817) 382-1799 – Facsimile

Email: jgh@jghfirm.com

Attorney for Plaintiff

Unofficial Copy Office of Marilyn Burgess District Clerk

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

John Helstowski
Bar No. 24078653

jgh@jghfirm.com

Envelope ID: 98038984

Filing Code Description: Request

Filing Description: Request to Issue Citations and TRO Notices

Status as of 3/4/2025 12:19 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
John GHelstowski		jgh@jghfirm.com	3/4/2025 12:17:13 PM	SENT

CAUSE NO. 202513751**MATTHEW FIELDS,**

§

IN THE DISTRICT COURT

§

Plaintiff,

§

v.

§

§

FREEDOM MORTGAGE

§

269th JUDICIAL DISTRICT**CORPORATION, its successors and/or**

§

assigns,

§

§

Defendant.

§

§

OF HARRIS COUNTY, TEXAS

§

§

**PLAINTIFF'S UNOPPOSED MOTION TO EXTEND TEMPORARY RESTRAINING
ORDER AND RESCHEDULE TEMPORARY INJUNCTION HEARING****TO THE HONORABLE JUDGE OF SAID COURT:**

NOW COMES Matthew Fields, hereinafter called Plaintiff ("Plaintiff"), Plaintiff in the above styled and numbered cause, and pursuant to TRCP 680 hereby moves this Court to extend the Temporary Restraining Order previously entered in this cause and to reschedule the current hearing setting for the Temporary Injunction hearing, and in support thereof would respectfully show unto the Court as follows:

I.**PROCEDURAL HISTORY**

1. On February 28, 2025, Plaintiff filed his *Plaintiff's Original Verified Petition and Application for Temporary Restraining Order and Temporary Injunction* ("Petition") in the above styled and numbered cause.

2. On February 28, 2025 the Court signed and entered a Temporary Restraining Order ("TRO"), wherein Defendant's, its/their successors and/or assigns, ("Defendant"), were

prevented from taking certain actions against Plaintiff, namely the Defendant Freedom Mortgage Corporation, was ordered to cease and desist from all efforts to foreclose Plaintiff from his homestead property made the subject of this suit. The TRO further provided that the Plaintiff must post a cash bond in the amount of \$250.00 before the TRO could take effect.

3. The TRO further contained a hearing setting for a Temporary Injunction hearing to be heard on March 14, 2025, at 1:00 p.m.

4. On February 28, 2025, Plaintiff posted the required cash bond in the amount of \$250.00 with the Harris County District Clerk.

5. As of date hereof, the District Clerk issued the requested Citations and TRO notices and service has been forwarded to a private process server.

6. As of the date hereof, no appearance has been made by any attorney for the Defendants, although the Defendant's local foreclosure counsel has been provided with copies of the filed Petition, signed TRO, and bond receipt.

II.

UNOPPOSED MOTION TO EXTEND TEMPORARY RESTRAINING ORDER AND TO RE-SCHEDULE TEMPORARY INJUNCTION HEARING

7. Accordingly, pursuant to TRCP Rule 680, Plaintiff hereby requests that the TRO be extended one time for up to fourteen (14) days from March 14, 2025, for the reasons that the Defendants have not yet been formally served, and no appearance or answer has been filed by any attorney on behalf of the Defendants.

8. TRCP Rule 680 provides in pertinent part as follows:

"...and shall expire by its own terms within such time after signing, not to exceed fourteen days, unless within the time so fixed the order, for good cause shown, is extended for a like period or unless the party against whom the order is directed consents that it may be extended for a longer period..." (emphasis added).

9. TRCP Rule 680 provides the only method for extending a [TRO] beyond 14 days. Rule 680 governs an extension of a [TRO], whether issued with or without notice, and permits but one extension for no longer than fourteen (14) days unless the restrained party agrees to a longer extension. *In re Texas Nat. Res. Conserv. Comm'n*, 85 S.W.3d 201, 204-05 (Tex.2002).

10. Therefore, in the interest of justice and fairness, and for good cause shown, Plaintiff hereby requests that the Court cancel the current setting of the Temporary Injunction hearing scheduled on March 14, 2025, and extend the TRO for a period of up to fourteen (14) days from March 14, 2025, and reschedule the Temporary Injunction hearing to a date and time before the expiration of the fourteen (14) day period from March 14, 2025.

11. No party will be harmed or prejudiced by the Court's granting of the relief requested herein, and no party is opposed since no attorney has appeared herein on behalf of the Defendant, who is the only Defendant against whom injunctive relief is sought.

12. This motion is not brought for purposes of delay or harassment, but rather so that justice may be done.

13. Plaintiff further avers that the bond previously posted by Plaintiff for the TRO is sufficient and that no further bond is necessary to extend the TRO.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that the Court enter an Order canceling the current hearing setting for the Temporary Injunction hearing that is currently scheduled on March 14, 2025, and for good cause shown, extend the TRO for a period of up to fourteen (14) days from March 14, 2025, and reschedule the Temporary Injunction hearing on a date and time within the extended fourteen day period from March 14, 2025, and for such other and further relief, at law or in equity, to which Plaintiff may show herself justly entitled.

Respectfully submitted,

J. GANNON HELSTOWSKI LAW FIRM

/s/ John G. Helstowski

John G. Helstowski
Texas State Bar No. 24078653
5209 Heritage Ave, Suite 510
Colleyville, Texas 76034
Telephone – (817) 382-3125
Facsimile – (817) 382-1799
Email: jgh@jghfirm.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on March 5, 2025, 2025, a true and correct copy of the foregoing *Plaintiff's Unopposed Motion to Extend Temporary Restraining Order and Reschedule Temporary Injunction Hearing* was served upon all parties and counsel of record in this cause.

/s/ John G. Helstowski

John G. Helstowski
Attorney for Plaintiff

CERTIFICATE OF CONFERENCE

I hereby certify that prior to the filing of the foregoing *Plaintiff's Unopposed Motion to Extend Temporary Restraining Order and Reschedule Temporary Injunction Hearing*, I attempted to confer with counsel, but since no counsel has appeared herein on behalf of the Defendant, and the Defendants have not been served or otherwise filed an answer or appeared herein, and therefore, a good faith effort was made to confer but no conference could be had so the matter is submitted to the Court for determination of the merits.

/s/ John G. Helstowski

John G. Helstowski
Attorney for Plaintiff

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

John Helstowski
Bar No. 24078653

jgh@jghfirm.com

Envelope ID: 98095027

Filing Code Description: Motion (No Fee)

Filing Description: Plaintiff's Unopposed Motion To Extend Temporary Restraining Order And Reschedule Temporary Injunction Hearing

Status as of 3/5/2025 1:25 PM CST

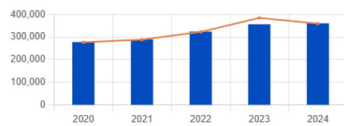
Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
John GHelstowski		jgh@jghfirm.com	3/5/2025 1:00:15 PM	SENT

EXHIBIT ‘B’

Unofficial Copy Office of Marilyn Burgess District Clerk

Mailing Address: 13119 SIX RIVERS DR HUMBLE, TX 77346-4398



[Value Notice](#)

Compare Valuations

Exemption Type : Residential Homestead

None

ARB Status: Certified

Building Summary

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Overpayment of Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

**United States District Court
Southern District of Texas
Houston Division**

**Supplemental Civil Cover Sheet For Cases Removed
From State Court**

This form must be attached to the Civil Cover Sheet at the time the case is filed in the U.S. District Clerk's Office. Additional sheets may be used as necessary.

1. State Court Information:

Please identify the court from which the case is being removed and specify the number assigned to the case in that court.

Court and Case Number

Cause No. 202513751, styled *Matthew Fields v. Freedom Mortgage Corporation*, in the 269th Judicial District Court of Harris County, Texas

2. Style of the Case:

Please include all Plaintiff(s), Defendant(s), Intervenor(s), Counterclaimant(s), Crossclaimant(s) and Third Party Claimant(s) still remaining in the case and indicate their party type. Also, please list the attorney(s) of record for each party named and include their bar number, firm name, correct mailing address, and phone number (including area code.)

Party and Party Type

Plaintiff (s):

Matthew Fields

Attorney(s):

John G. Helstowski
Texas State Bar No. 24078653
5209 Heritage Ave, Suite 510
Colleyville, Texas 76034
Telephone: (817) 382-3125
Facsimile: (817) 382-1799
Email: jgh_jghfirm.com

Defendant:

Freedom Mortgage Corporation

Attorney(s):

Matt D. Manning
State Bar No. 24070210
mmanning@mcglinchey.com
Kathryn B. Davis
State Bar No. 24050364
kdavis@mcglinchey.com
McGlinchey Stafford

1001 McKinney, Suite 1500
Houston, Texas 77002
Telephone : (713) 520-1900
Facsimile: (713) 520-1025

3. **Jury Demand:**

Was a Jury Demand made in State Court?

Yes, see Original Petition

If "Yes," by which party and on what date?

4. **Answer:**

Was an Answer made in State Court?

No

If "Yes," by which party and on what date?

5. **Unserved Parties:**

The following parties have not been served at the time this case was removed:

Party

Reason(s) for No Service

Freedom Mortgage

Unknown

6. **Nonsuited, Dismissed, or Terminated Parties:**

Please indicate any changes from the style on the State Court papers and the reason for that change:

Party

Reason

None

7. **Claims of the Parties:**

The filing party submits the following summary of the remaining claims of each party in this litigation:

Party

Claim(s)

Plaintiff(s):

Plaintiff brings suit against Defendant, asserting claims for violation of RESPA and Regulation X, statutory fraud and common fraud, among other allegations. *See* Compl. Plaintiff seeks an injunction preventing Defendant from foreclosing on the subject residential property located at 13119 Six Rivers Drive, Humble, Texas 77346.

Defendant(s):

Plaintiff's claims are wholly without merit and he is not entitled to any of the relief sought.

Unofficial Copy Office of Marilyn Burgess District Clerk