

CAUSE NO. \_\_\_\_\_

IN RE: ORDER OF FORECLOSURE  
CONCERNING  
2209 ISABELLA ST  
HOUSTON, TX 77004

UNDER TEX. R. CIV. P. 736

PETITIONER:  
JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION

RESPONDENTS:  
VIOLA J CUMMINGS,  
AND ROBERT L CUMMINGS

IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

\_\_\_\_ JUDICIAL DISTRICT

**APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736 ON A HOME  
EQUITY, REVERSE MORTGAGE, OR HOME EQUITY LINE OF CREDIT LOAN**

1. Petitioner is JPMorgan Chase Bank, National Association, whose last known address is  
7301 Baymeadows Way, Jacksonville FL 32256.
2. Respondent is:  
  
VIOLA J CUMMINGS, whose last known address is PO BOX 331173  
HOUSTON, TX 77233-1173.  
  
ROBERT L CUMMINGS, whose last known address is PO BOX 331173  
HOUSTON, TX 77233-1173.
3. The property encumbered by the loan agreement, contract, or lien sought to be foreclosed  
is commonly known as 2209 ISABELLA ST, HOUSTON, TX 77004 with the following  
legal description: See Exhibit "A" Attached

BORROWER: VIOLA J CUMMINGS, ROBERT L CUMMINGS  
PROPERTY ADDRESS: 2209 ISABELLA ST, HOUSTON, TX 77004  
COUNTY: HARRIS

APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736

MH FILE NO.: TX-23-99192-11E

4. Petitioner alleges:

- A. The type of lien sought to be foreclosed is a home equity lien under Texas Constitution Article XVI, Section 50(a)(6) and 50(t). The lien is indexed at Volume RP 044-89, Page 1894, Instrument Number 20070328685 and recorded in the real property records of HARRIS County, Texas (the "Deed of Trust").
- B. Petitioner has authority to seek foreclosure of the lien because:
- (i). Petitioner is the mortgagee of the security instrument (See Texas Property Code § 51.0001(4)).
- C. The name(s) of each Respondent obligated to pay the underlying debt or obligation evidenced by the loan agreement, contract, or lien encumbering the property sought to be foreclosed is/are VIOLA J CUMMINGS.
- D. The name of each Respondent who is a mortgagor of the lien instrument sought to be foreclosed, but who is not a maker or assumer of the underlying debt, is ROBERT L. CUMMINGS.
- E. As of January 4, 2024:
- (i) 10 monthly payments have not been paid: 03/23– 12/23. The amount required to cure the default is \$43,501.68. According to Petitioner's records, all lawful offsets, payments, and credits have been applied to the account in Default.

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(ii) The total amount to pay off the loan agreement, contract, or lien is \$88,460.53.

- F. Notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.
- G. Before this application was filed, any other action required to initiate a foreclosure proceeding by Texas law or the loan agreement, contract, or lien sought to be foreclosed was performed.
5. **Legal action is not being sought against the occupant of the property unless the occupant is named as a Respondent in this application.**
6. **If Petitioner obtains a court order, Petitioner will proceed with foreclosure of the property in accordance with applicable law and the terms of the loan agreement, contract, or lien sought to be foreclosed.**
7. The following documents are attached to this application:
- A. An affidavit or declaration of material facts describing the basis for foreclosure.
  - B. The Note/Agreement, original recorded lien, or other documentation establishing the lien.
  - C. The current assignment of the lien recorded in the real property records of the county where the property is located or other documentation.
  - D. A copy of each default notice required to be mailed to any Respondent under Texas law and the loan agreement, contract, or lien sought to be foreclosed, and

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the USPS tracking report, return receipt, or other proof demonstrating that a notice was sent by certified mail before this application was filed.

8. **Assert and protect your rights as a member of the armed forces of the United States: If you 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 Petitioner or Petitioner's attorney immediately.**
9. *Prayer for Relief:* Petitioner seeks an expedited order under Rule 736 so that it may proceed with foreclosure in accordance with applicable law and terms of the loan agreement, contract, or lien sought to be foreclosed.

Respectfully submitted,

McCarthy & Holthus, LLP

By: /s/ Thuy Frazier

\_ Robert Negrin / SBN: 14865550

\_ Cole Patton / SBN: 24037247

✓ Thuy Frazier / SBN: 24088129

\_ Yoshie Valadez / SBN: 24091142

\_ Myra Homayoun / SBN: 24133198

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**ATTORNEYS FOR PETITIONER**

BORROWER: VIOLA J CUMMINGS, ROBERT L CUMMINGS  
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**EXHIBIT "A"**

LOT TWENTY (20), BLOCK FIVE (5) WASHINGTON TERRACE, RECORDED IN  
VOLUME 557, PAGE 68, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.

Unofficial Copy Office of Marilyn Burgess District Clerk

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VIOLA J CUMMINGS,  
AND ROBERT L CUMMINGS

\_\_\_\_ JUDICIAL DISTRICT

**Affidavit in Support of Petitioner's Application for an Expedited Order Under Rule 736**

State of FLORIDA

County of DUVAL

Before me, the undersigned notary, on this day personally appeared  
Heather Rose and stated under oath:

1. My name is Heather Rose. I am an adult and of sound mind.
2. I am a/an Vice President - Document Execution of JPMorgan Chase Bank, National Association ("Chase") whose address is 7301 Baymeadows Way, Jacksonville FL 32256.  
My affidavit concerns the account of VIOLA J CUMMINGS ("Obligor"). JPMorgan Chase Bank, National Association is the lender or assignee of the deed of trust. Chase is the servicer of the mortgage loan described in this affidavit. As a mortgage servicer, Chase collects payments from borrowers and maintains electronic records concerning the loans it services in its electronic record-keeping system.
3. I have read and understand the purpose of the application to which my affidavit is attached and adopt by reference the statements made in it. I am the authorized agent or representative of Chase with respect to Obligor's account, and in that capacity, I am authorized to make this affidavit on Petitioner's behalf. My testimony is based on my experience, my knowledge of the usual business

BORROWER(S): VIOLA J CUMMINGS, ROBERT L CUMMINGS  
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practices of Chase and the servicing industry in general, my job responsibilities, and the servicing records for Obligor's account.

4. Through my job responsibilities, I have access to and have reviewed the servicing records and data for Obligor's account, including electronic and computer generated records and data compilations. The records attached to the application are the original records or exact duplicates of the original records kept in the servicing file for Obligor's account.
5. Based on the regular practices of Chase and the servicing industry in general, these records:
  - a. were made at or near the time of each act, event, or condition set forth in the records;
  - b. were made by, or from information transmitted by, a person engaged in the servicing of Obligor's account who had actual knowledge of the acts, events, or conditions recorded; and
  - c. are the kind of records that are kept in the regular course of servicing loan agreements.
6. It is the regular practice of businesses engaged in the servicing of loan agreements or other contracts requiring the collection of money to keep accurate records on debits and credits to an account, an account's balance, the collateral securing the right to the lienholder's right to repayment, and efforts to enforce the underlying debt if the Obligor has defaulted. These records are relied upon for accuracy by all persons engaged in the servicing and enforcement of a loan agreement. There is no indication that the servicing records for Obligor's account are untrustworthy.
7. Based on the servicing records for Obligor's account:
  - a. A monetary default exists. Obligor(s) failed to remit the installment payment due for 3/5/2023 and the installments that have become due after that date.
  - b. As of January 4, 2024 :  
10 monthly payments have not been paid: 3/23- 12/23.
  - c. The amount required to cure the default and reinstate the loan before 01/04/2024 is \$43,501.68.
  - d. The total amount required to pay off the loan agreement, contract, or lien before 01/04/2024 is \$88,460.53.

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8. I sign this affidavit based on the personal knowledge that I have obtained by reviewing the servicing records for Obligor's account. The statements made in the application and my affidavit are true and correct as of the date stated.

JPMorgan Chase Bank, National Association

Signed this 22nd day of January, 2024

Heather Rose, Vice President - Document Execution  
[printed name and title of affiant]

Heather Rose  
[signature of affiant]

Physically Appeared

STATE OF FLORIDA )  
COUNTY OF DUVAL )

Sworn to and subscribed before me by means of Physical Presence. This 22nd day of  
January, 2024, by Heather Rose.

David Lee Senesac 01-22-2024  
Signature of Notary Public - State of Florida

Printed Name: David Lee Senesac

Personally known: ☒ OR

Produced Identification: MA

Type of Identification Produced: -DS

**Notary Public State of Florida**



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SERVICER AFFIDAVIT IN SUPPORT OF APPLICATION FOR HOME EQUITY FORECLOSURE ORDER  
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**WaMu Equity Plus™**  
**AGREEMENT AND DISCLOSURE**  
(Homestead Property)

Date: 05/01/2007  
Loan Number: [REDACTED]

THE LINE OF CREDIT UNDER THIS AGREEMENT IS A TEXAS HOME EQUITY LINE OF CREDIT AS DEFINED BY SECTION 50(a)(6) AND SECTION 50(t), ARTICLE XVI OF THE TEXAS CONSTITUTION.

This WaMu Equity Plus(TM) Texas Agreement and Disclosure ("Agreement") governs your home equity line of credit account (the "Credit Line") issued by Washington Mutual Bank (the "Bank") and secured by the property identified below. In this Agreement the words "Borrower," "you" and "your" mean each and all of the persons who sign this Agreement. The words "we," "us" and "our" mean the Bank or any successor or assign. The "Effective Disbursement Date" means the date on and after which you may begin to receive credit advances ("advances") from the Credit Line. The "Maturity Date" is the date that is thirty (30) years following the Effective Disbursement Date. Our "business days" are Mondays through Fridays, but federal legal public holidays are excluded. You and we agree as follows:

1. **Promise to Pay.** You promise to pay to us, or our order, all advances from the Credit Line plus all **FINANCE CHARGES**, lawfully permitted fees, charges, expenses and other amounts required by the terms of this Agreement. If there is more than one of you, each is jointly and severally responsible for the terms of this Agreement to the extent permitted by law. To the extent permitted by law, each Borrower alone may cancel the Credit Line, receive advances from the Credit Line and, except as stated below, take all actions with respect to the Credit Line.

2. **Credit Limit.** This Agreement covers a revolving line of credit in the amount of \$62,500.00 (the "Credit Limit"). During the Draw Period described below, subject to the terms of this Agreement and applicable law, you may obtain advances from the Credit Line up to the Credit Limit, repay any portion of the amounts advanced and obtain additional advances up to the Credit Limit. If there is more than one of you, each of you alone has the right to borrow up to the full amount of the Credit Limit to the extent permitted by law. You agree not to request or obtain an advance that will make the Credit Line balance exceed the Credit Limit. We may, at our option, make advances in excess of the Credit Limit to the extent permitted by law. At our request, you will immediately repay the amount by which the balance of the Credit Line exceeds the Credit Limit to the extent permitted by law.

3. **Security Instrument.** To secure the performance of your obligations under this Agreement, one or more of you is giving us a Texas Home Equity Line of Credit Security Instrument (the "Security Instrument") on real property located at:

2209 ISABELLA ST HOUSTON, TX 77004-4329  
and other property described therein (the "Property"). The Security Instrument secures all advances and other amounts owed under this Agreement as well as after-acquired property located on or attached to the Property to the extent permitted by law. You agree to perform all of your obligations under the Security Instrument. Regardless of the terms of any other security instrument that you have with us, no personal or real property, other than the Property, secures your obligations under this Agreement.

The Security Instrument contains the following provisions relating to certain sales and transfers of the Property:

The Loan is personal to Grantor and, to the extent permitted by law, the entire Debt shall become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Grantor including, without limitation, further encumbrance of the Property. Grantor agrees to advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

You will perform on a timely basis all payment and other obligations under the terms of any other deed of trust, mortgage, deed to secure debt or other security agreements or leases on the Property, as well as under any note or other obligation the performance of which is secured by the same.

To the extent required by Section 50(a)(6), Article XVI of the Texas Constitution, we disclaim and waive with respect to this Agreement any rights of set off and any right to use as security for this Agreement any security granted under any other indebtedness now or hereafter owing to us.

4. **Draw Period and Post-Draw Period; Payments.** You may obtain advances from the Credit Line for up to ten (10) years after the Effective Disbursement Date (the "Draw Period"). The period of time between the end of the Draw Period and the Maturity Date is the "Post-Draw Period". The Post-Draw Period will be for twenty (20) years. During the Post-Draw Period, if any, you will no longer be able to obtain advances from the Credit Line.

During both the Draw Period and Post-Draw Period, payments are due monthly. The Payment Due Date will be stated in your periodic billing statement (the "Periodic Statement") or, if applicable, on any payment coupons that we provide you. The first payment is due on your scheduled due date within two months from the date of your initial advance.

Your minimum monthly payment ("Minimum Payment") during the Draw Period will be equal to all accrued but unpaid **FINANCE CHARGES**, late fees and other fees and charges described below, plus any past due amounts and any outstanding balance of your Credit Line in excess of your Credit Limit to the extent permitted by law. Paying the minimum payments during the Draw Period will not repay the principal that is outstanding on the Credit Line.

Your Minimum Payment during the Post-Draw Period will be equal to an amount sufficient to repay the outstanding balance and accrued but unpaid **FINANCE CHARGES** in substantially equal monthly payments during the term of the Post-Draw Period, plus late fees and other fees and charges described below, plus any past due amounts and any outstanding balance of your Credit Line in excess of your Credit Limit to the extent permitted by law.

You will be required to pay any remaining balance (together with all related amounts that you owe under this Agreement) on the Maturity Date. We are not obligated to refinance any amount due on the Maturity Date. The following shall apply to payments. Payments must be made in U.S. Dollars. All payments shall be mailed, postage prepaid, to the address that appears on your Periodic Statement (or, if applicable, on any payment coupons that we provide you) for receipt of payments. Any payments that are not received on a business day, or that are received after 5:00 p.m. (prevailing Pacific Time) on a business day, will be treated as having been received on the next following business day. We can accept and apply any late or partial payments, or payments marked "Payment in Full" or similar statement, or with a request to apply a payment in a particular manner, to amounts you owe as set forth in this Agreement without liability on our part and without losing any of our rights under this Agreement. You will not make payments from funds obtained from the Credit Line or any other line of credit from the Bank or any of its affiliates.

Each payment will first be applied to accrued but unpaid periodic **FINANCE CHARGES**, then to any principal due, then to other **FINANCE CHARGES**, then to other fees and charges and then to the unpaid principal balance.

5. Periodic FINANCE CHARGE; Daily Periodic Rate; ANNUAL PERCENTAGE RATE. The date on which periodic FINANCE CHARGES begin to accrue will depend upon the type of advance you obtain from the Credit Line. Periodic FINANCE CHARGES will begin to accrue from the date that we initiate a wire transfer or, for any other types of advances, the date the advance is made. Periodic FINANCE CHARGES will continue to accrue until all amounts subject to the periodic FINANCE CHARGE are paid in full. There is no free ride period that would allow you to avoid paying a periodic FINANCE CHARGE on advances from the Credit Line.

(a) Draw Period. During the Draw Period, the periodic FINANCE CHARGE for each billing period is a function of the Daily Periodic Rate (as described below) shown on your Periodic Statement, the Average Daily Balance (as described below) shown on your Periodic Statement and the number of days in the billing period, as follows:

(1) The Daily Balance for each day of the billing period will be the principal balance due at the beginning of that day, plus all new advances, less all payments and credits received that day.

(2) The Average Daily Balance is the sum of the Daily Balances of all days in the billing period divided by the number of days in the billing period.

(3) The ANNUAL PERCENTAGE RATE and Daily Periodic Rate may vary.

Daily Periodic Rate and ANNUAL PERCENTAGE RATE. We will determine the Periodic Rate and corresponding ANNUAL PERCENTAGE RATE as follows:

For Credit Limits of \$20,000 or greater, the ANNUAL PERCENTAGE RATE will be equal to 0.000 percentage points (the "Margin") over the Index (as described below) or 0.000%, whichever is greater. For Credit Limits less than \$20,000, the ANNUAL PERCENTAGE RATE will be 0.000 percentage points (the "Margin") over the Index or 5.0%, whichever is greater. The Index is the Prime Rate as most recently published by *The Wall Street Journal* in its "MONEY RATES" table. If more than one Prime Rate is identified in *The Wall Street Journal's* "MONEY RATES" table, the Index shall be the highest of such rates. If the Index is no longer available, we will choose a new Index. The new Index will have a historical movement substantially similar to the original Index, and the new Index and Margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the rate in effect at the time the original Index becomes unavailable.

The ANNUAL PERCENTAGE RATE will be divided by 365 (366 in a leap year) to get the Daily Periodic Rate. The Current Daily Periodic Rate (based on index plus Margin) is 0.022603% (that is an ANNUAL PERCENTAGE RATE of 8.250%) as of the date below. If the box is checked below, your current Daily Periodic Rate is as indicated below.

Beginning on the day following the Effective Disbursement Date, except as otherwise provided, the Daily Periodic Rate and ANNUAL PERCENTAGE RATE will increase or decrease on each day that the Index changes ("Interest Change Date"). However, except as set forth below, the Daily Periodic Rate will never be more than 0.049315% (that is an ANNUAL PERCENTAGE RATE of 18.000%) and, if the Credit Limit is less than \$20,000, the Daily Periodic Rate will never be less than 0.013699% (that is an ANNUAL PERCENTAGE RATE of 5.0%). The ANNUAL PERCENTAGE RATE does not include costs other than interest. Increases in the Daily Periodic Rate and ANNUAL PERCENTAGE RATE will increase your Minimum Monthly Payment, as defined below, FINANCE CHARGES and your final "balloon payment" due on the Maturity Date.

☐ Promotional Rate. If this box is checked, then the initial Daily Periodic Rate will not be determined as described above in this Section 5(a)(3), but instead will be N/A% (ANNUAL PERCENTAGE RATE of N/A%). This special Daily Periodic Rate and ANNUAL PERCENTAGE RATE will change, as described above in this Section 5(a)(3), beginning on N/A.

(4) The "Index" is the Prime Rate as most recently published by *The Wall Street Journal* in its "Money Rates" table. If more than one Prime Rate is identified in this table, the Index shall be the highest of such rates. If the Index, or any substitute Index, is no longer available, we will choose a new Index. The new Index will have a historical movement substantially similar to that of the prior Index and the Margin will be changed so that the new Index plus the Margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the ANNUAL PERCENTAGE RATE in effect at the time the prior Index becomes unavailable.

(5) The Daily Periodic Rate may change within a single billing period. If only one Daily Periodic Rate is in effect during the billing period, the periodic FINANCE CHARGE for the billing period will be equal to the Average Daily Balance multiplied by the applicable Daily Periodic Rate, and then multiplying that amount by the number of days in the billing period. If there is more than one Daily Periodic Rate within a billing period, the periodic FINANCE CHARGE for the billing period will be calculated by: (i) calculating a periodic FINANCE CHARGE for each Daily Periodic Rate by first multiplying that Daily Periodic Rate by the Average Daily Balance, and by then multiplying that amount by the number of days that such Daily Periodic Rate is in effect during the billing period, and (ii) by then adding together the periodic FINANCE CHARGES that are so determined for each such Daily Periodic Rate.

There will be no reduction in the ANNUAL PERCENTAGE RATE and Daily Periodic Rate applicable to the Draw Period by reason of your agreement to authorize automatic loan payments from an account that you designate ("Auto Pay").

The ANNUAL PERCENTAGE RATE for the Draw Period does not include costs other than interest.

(b) Post-Draw Period; Conversion to Fixed Rate. At the end of the Draw Period, you will no longer be able to obtain advances. The outstanding balance then owing will be converted to a fixed Daily Periodic Rate and scheduled to be repaid with a minimum payment in an amount sufficient to repay the outstanding principal balance and accrued but unpaid FINANCE CHARGES in substantially equal monthly payments during the term of the Post-Draw Period, plus late fees and other fees and charges described below, plus any past due amounts and any outstanding balance of your Credit Line in excess of your Credit Limit to the extent permitted by law. We will make any additional adjustments required by applicable law. Except as stated below, the outstanding balance during the Post-Draw Period will be subject to a fixed Daily Periodic Rate and ANNUAL PERCENTAGE RATE and a fixed term. In any event, the entire outstanding balance, if not sooner paid, will be due and payable in full on the last day of the scheduled term of the Post-Draw Period. To the extent permitted by law, we are not obligated to refinance any amount due on the last day of the scheduled term of the Post-Draw Period. The following shall apply to the Post-Draw Period:

(1) Except as noted below, the ANNUAL PERCENTAGE RATE that will apply to the outstanding principal balance during the Post-Draw Period will be equal to the sum of the Index that was most recently published at the start of the Post-Draw Period plus a margin of 14.0 percentage points (the "Fixed Rate Margin"). If the Index, or any substitute Index, becomes unavailable, we will choose a new Index and adjust the Fixed Rate Margin using a methodology comparable to that described in Section 5(a)(4) above. You may decide whether to make payments during the Post-Draw Period by making direct payments or by authorizing our Auto Pay service. If you authorize our Auto Pay service for the Post-Draw Period, the Fixed Rate Margin stated above will be decreased by one-quarter of one percentage point (0.250%). The Daily Periodic Rate for the Post-Draw Period will be equal to the ANNUAL PERCENTAGE RATE divided by 365 (366 in a leap year). The ANNUAL PERCENTAGE RATE for the Post-Draw Period will not be greater than the maximum ANNUAL PERCENTAGE RATE stated

In Section 5(a)(3) above. The periodic **FINANCE CHARGE** that will apply to the Post-Draw Period for each billing period will be accrued and computed daily based upon the outstanding principal balance each day. The outstanding principal balance during the Post-Draw Period for each day of the billing period is computed by starting with the beginning principal balance that day and then subtracting any payments or credits. The periodic **FINANCE CHARGE** that will apply for each billing period will be determined by first multiplying the applicable Daily Periodic Rate by the outstanding principal balance for each day of the billing period and then adding together the resulting amounts.

(2) We may, at our sole discretion and without prior notice, provided a discounted **ANNUAL PERCENTAGE RATE** (a "Current Rate"), that is, an **ANNUAL PERCENTAGE RATE** that is lower than the sum of the Index plus the Fixed Rate Margin as set forth above.

(3) If you authorize our Auto Pay service for the Post-Draw Period and thereafter the Auto Pay service for the Post-Draw Period is terminated by you or us for any reason, your Minimum Payment and **ANNUAL PERCENTAGE RATE** will increase. The **ANNUAL PERCENTAGE RATE** for the Post-Draw Period will increase on the day that the Auto Pay service is terminated by one-quarter of one percentage point (0.250%). In that event, the Daily Periodic Rate for the Post-Draw Period will be simultaneously increased to an amount that is equal to the increased **ANNUAL PERCENTAGE RATE** divided by 365 (366 in a leap year). In no event will the increased **ANNUAL PERCENTAGE RATE** be greater than the maximum **ANNUAL PERCENTAGE RATE** stated in Section 5(a)(3) above. Your new Minimum Payment will equal the amount sufficient to repay the outstanding principal balance of the Post-Draw Period that is unpaid at the time that the **ANNUAL PERCENTAGE RATE** increases, together with periodic **FINANCE CHARGES** at the increased **ANNUAL PERCENTAGE RATE** described in above, in full in substantially equal monthly installments through the remainder of the scheduled term of the Post-Draw Period.

6. **Advances.** Provided you are not in default and your right to obtain advances has not been terminated, suspended or cancelled, you may obtain advances during the Draw Period on and after the Effective Disbursement Date. The Effective Disbursement Date shall be a date that we specify which shall follow the expiration of any rescission period required by applicable law, our acceptance of this Agreement and your meeting of all conditions for the Credit Line. All advances shall be in U.S. currency. You may obtain advances as follows:

(a) Requesting an advance in person at any of our Financial Centers. You will need to provide acceptable identification to obtain an advance.

(b) A wire transfer of funds to an account that you designate. Wire transfers are subject to our rules governing wire transfer transactions.

(c) When available, writing a preprinted check ("Check") that we supply to you for use with your credit line. The signature of only one Borrower is required for each Check. Check writing is an authorized means to access the Credit Line, but only after that access device becomes available on our system and we notify you that check writing is available for use.

7. **Minimum Advances and Other Limitations.** You may request an advance, but only in a minimum amount of \$4,000.00, except as allowed by law. At our option, we may (but reserve the right not to) honor any requests for advances in the following circumstances:

(a) Your credit privileges have been cancelled, suspended or terminated.

(b) Your Credit Limit is currently exceeded or would be exceeded if we honored the advance requested.

(c) Your Check is post dated (written and presented before the date on the item) or stale dated (presented more than six months after the date of the item).

(d) Your Check bears a restriction or notation.

(e) Your Checks have been reported lost or stolen.

(f) Your Check, request or wire transfer is not in a minimum amount of \$4,000.00.

(g) You are in material default of this Agreement or would be so if we honored the advance request.

(h) We receive conflicting instructions or demands from any of you.

(i) You have asked us to prepare a payoff demand statement setting forth the amounts required to satisfy your obligations under this Agreement.

To the extent permitted by law, you agree to hold us harmless from and indemnify us against any claim or loss the payee or any other endorser or depositing or collecting bank may assert regarding such restrictions, notations or post or stale dated items. To the extent permitted by law, you further agree to indemnify and hold us harmless for any claim or loss relating to honoring or refusing to honor any instructions or demands which we believe may be conflicting.

To the extent permitted by law, our liability, if any, for wrongful dishonor of an advance request is limited to your actual damages, shall not include consequential damages and in no event will exceed the amount of the advance request.

Checks may be processed mechanically based on information encoded on the item. Checks not meeting our format and encoding specifications may not be honored. The signature on each Check should match the signature on file with us, however, we may not verify the signature if the item is processed mechanically. We do not "certify" Checks drawn on your Credit Line.

8. **Illegal Transactions.** You will not use any advance, a Check or other access device to engage in an illegal transaction (including, without limitation, illegal gambling). We are not responsible for preventing you from doing so.

9. **Periodic Statement.** As required by law, we will send you a Periodic Statement showing all new transactions since the prior Periodic Statement closing date and other information relating to the Credit Line. The Periodic Statements may be sent on other than a calendar month basis. We reserve the right to change the Periodic Statement closing date to the extent permitted by law.

10. **FINANCE CHARGES and Other Fees and Charges at Closing.** You agree to pay the following **FINANCE CHARGES** and other fees and charges, which will be charged to your Credit Line on the Effective Disbursement Date unless paid to us on or before that date. Periodic **FINANCE CHARGES** will begin to accrue immediately on these amounts if charged to your Credit Line.

**FINANCE CHARGES**

**Other Fees and Charges ("Closing Costs")**

11. **Additional Other Fees and Charges.** You agree to pay the following additional other fees and charges to the extent permitted by law:

(a) **Late Fee and Collection Charges.** In addition to our other rights upon default, if we do not receive the Minimum Payment within fifteen (15) days after the Payment Due Date shown on your Periodic Statement (or, if applicable, on any payment coupon that we provide you), you will be charged a late fee of the lesser of \$15.00 or 5% of the Minimum Payment. If you default under this agreement, you will be responsible for our lawfully permitted costs and collection charges, including, without limitation, reasonable attorneys' fees, reasonable trustee's fees or charges in connection with the collateral, fees for enforcing the lien or posting for sale, selling or releasing the property, court costs and any other lawfully permitted fees or charges, subject to lawful limits. These charges are due when incurred to the extent permitted by law.

(b) **Dishonored Payment Fee.** A fee of \$30.00 if you make a payment on your Credit Line with a check, draft or other item or transfer (including an Auto Pay service transfer) that is dishonored for any reason.

(c) **Prepayment.** You may prepay this Credit Line Account in whole or in part any time without penalty. A partial prepayment may be applied by us in inverse order of maturity. A partial prepayment will not allow you to skip your scheduled payments unless we, in our discretion, agree in writing that you may do so, which consent we agree not unreasonably to withhold. In the event of prepayment, the amount prepaid shall be applied in the order set forth above. Interest in the amount prepaid shall be calculated on a 365/365 day basis (366/366 in leap year).

12. **Loss or Theft.** Notify us if any unauthorized use of your Credit Line has occurred or may occur. The best way to notify us is by calling us. Call us at 800-556-5678 (for TDD, call 800-735-2922) or, if a different telephone number is stated in the Periodic Statement, call that number. You may also write us at the address stated in Section 18 below. You agree to reasonably assist us in determining the facts and circumstances relating to any unauthorized use of your Credit Line.

13. **Termination and Acceleration; Suspension of Advances and Reduction of Credit Limit; Other Remedies.**

(a) We may, to the extent permitted by law, terminate your Credit Line and require you to pay us the entire outstanding balance of the Credit Line together with all other lawfully permitted fees, charges and amounts owing under this Agreement or the Security Instrument, in one payment, if any of the following happens:

(i) You commit fraud or make a material misrepresentation at any time in connection with the Credit Line. This can include, for example, a false statement about your income, assets, liabilities or any other aspect of your financial condition.

(ii) You do not meet any of the repayment terms of this Agreement.

(iii) Your action or inaction adversely affects the Property or our rights in the Property. This can include, for example, failure to maintain required insurance or pay taxes on the Property, waste or destructive use of the Property which impairs our security, death of the last Borrower, death of all but one Borrower which impairs our security, transfer of title or sale of the Property without our permission, permitting the creation of a senior lien on the Property, foreclosure by the holder of a prior lien on the Property or use of the Property for an illegal purpose that subjects the Property to seizure.

We may not accelerate amounts owed because of a decrease in the market value of the Property or because you default under other indebtedness not secured by a prior valid encumbrance against the Property.

If we terminate the Credit Line, no additional advances will be made and the entire outstanding balance of the Credit Line will be immediately due and payable without prior notice, except as may be required by law, and you agree to pay immediately such amount plus any other amounts due under this Agreement.

Failure to meet the repayment terms of any portion of the Credit Line will be considered failure to meet the repayment terms of the entire Credit Line and this will give us the right to demand the immediate repayment of the entire outstanding balance of the Credit Line and to exercise any of our other rights under this Agreement. Likewise, payment of only a portion of the amount required under the repayment terms of this Agreement will not satisfy your repayment obligations for the entire Agreement. If a partial payment is made, we reserve the right to accept the payment and apply it to the outstanding balance of the Credit Line in accordance with Section 4 without waiving our right to demand immediate payment of the entire outstanding balance of the Credit Line or to exercise any of our other rights under this Agreement.

(b) In addition to any other rights we may have, we can suspend additional advances or reduce your Credit Limit during any period in which any of the following are in effect:

(i) The value of the Property declines significantly below the value as determined by us at the time you applied for your Credit Line. This includes, for example, a decline such that the difference between the Credit Limit and the available equity is reduced by fifty percent (50%) and may include a smaller decline depending on individual circumstances.

(ii) We reasonably believe that you will be unable to fulfill your payment obligations under this Agreement due to a material adverse change in your financial circumstances.

(iii) You are in default of a material obligation of this Agreement. We consider all of your obligations to be material. Categories of material obligations include, for example, the events described above permitting us to terminate, obligations and limitations relating to your receipt of advances, obligations concerning maintenance or use of the Property, obligations to perform the terms of the Security Instrument or any other deed of trust, mortgage, deed to secure debt or other security agreement or lease on the Property (and to perform on any notes or other obligations secured by the same), obligations to notify us and to provide documents and information to us (such as updated financial information) and obligations to comply with applicable law (such as zoning restrictions).

(iv) We are precluded by government action from imposing the ANNUAL PERCENTAGE RATE provided for under this Agreement.

(v) The priority of our security interest in the Property is adversely affected by government action to the extent that the value of the security interest is less than 120% of the Credit Limit.

(vi) We have been notified by a government authority that continued advances may constitute an unsafe and unsound business practice.

(vii) If the maximum ANNUAL PERCENTAGE RATE stated in Section 5(a)(3) above has been reached.

Regardless of any action that we take, all other terms of this Agreement will remain in effect and be binding upon you to the extent permitted by law.

(c) Any Borrower may cancel the Credit Line or suspend the right to obtain advances by sending a written notice of cancellation or suspension to the address stated in Section 18 below. The notice must identify the account number of the Credit Line and be signed by at least one Borrower. The notice will be effective when it has been received and accepted by us. If the right to obtain advances is suspended at the request of a Borrower, advances will be reinstated only following our receipt and approval of a written request for reinstatement that has been signed by each of you.

(d) If the Credit Line is cancelled, suspended or terminated, you agree not to attempt to write or deliver any Checks or use any access device or otherwise obtain advances. To the extent permitted by law, you remain liable for any use of any Checks or other access devices and any advances taken even after any cancellation by you or us, termination or suspension. If your Credit Line is cancelled or terminated, subject to applicable law, we may delay the cancellation or release of your Security Instrument for a reasonable period of time to enable us to post to your Credit Line any advances that you have received.

Our rights under this Agreement shall be in addition to any other rights we may have under the Security Instrument or at law or in equity.

14. **Delay in Enforcement; Corrections.** To the extent permitted by law, we may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right and if we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. We may correct any inaccuracies that we find in the Credit Line.

15. **Notice of Default and Right to Cure; Waiver of Certain Notices.** We will give you notice of default and twenty (20) days to cure, as required by the Texas Property Code, before we may declare due the entire unpaid principal balance of this Credit Line Account less any unearned charges, and give notice of a foreclosure sale as applicable. Also, we may not foreclose against the Property without first obtaining a court order as required by Article XVI, 50(a)(6) of the Texas Constitution and Rule 735 et seq. of the Texas Rules of Civil Procedures, as same may be amended from time to time. Except for such notice and procedures as applicable and any other notices or procedures, if any, required by law, you, to the extent permitted by applicable law, waive demand, notice of nonpayment, notice of intention to accelerate (except as provided above), notice of acceleration, presentment, protest, notice of dishonor, and notice of protest.

16. **Credit Information.** You will provide us with a current financial statement, a new credit application or both, at any time upon our request. We may obtain credit reports on you at any time for the purpose of reviewing or collecting your Credit Line. You authorize us to release information to others (such as credit bureaus, merchants, other financial institutions and any of our affiliate companies) about our transactions or experiences with you. **WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.**

17. **Transfer and Assignment.** Without prior notice to or approval from you, we reserve the right to sell or transfer this Agreement, the Credit Line and our obligations under this Agreement to any other person. Your rights under this Agreement belong to you only and may not be transferred, assumed or assigned. Your obligations, however, are binding upon your heirs and legal representatives.

18. **Notices.** Except as otherwise provided in this Agreement, notices must be in writing. Notice to any of you shall be deemed notice to all of you. Notices shall be deemed given when deposited in the U.S. mail, postage prepaid first class mail, or when delivered in person, or sent by registered or certified mail, or by nationally recognized overnight carrier. Notice to you shall be sent to your last known address in our records for the Credit Line. Notice to us must be sent to:

Consumer Loan Servicing  
WASHINGTON MUTUAL BANK  
CONSUMER LENDING -- BR2CLFL  
PO BOX 6868  
LAKE WORTH, FL 33466

or, if a different address is stated in the Periodic Statement, to that address. Any party may change its address for receipt of notices by giving notice of the same, as set forth herein, to the other parties. You agree to notify us immediately if you change your name, address or employment or if any of you dies, is declared incompetent or is the subject of a bankruptcy or insolvency proceeding.

If the purpose of a notice is to notify us of our failure to comply with our obligations under this Extension of Credit, or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution, then, to the extent permitted by law, notice by certified mail is required.

19. **Tax Consequences.** You should consult your own tax advisor regarding the tax deductibility of interest and charges under this Agreement.

20. **Amendment.** In addition to other changes described in this Agreement, we may make changes to the terms of this Agreement if you agree to the change in writing at that time. We may, to the extent permitted by law, also make changes to this Agreement if the change will unequivocally benefit you throughout the remainder of your Credit Line or if the change is insignificant, to the extent permitted by law.

21. **Governing Law.** This Agreement and your Credit Line will be governed by and interpreted in accordance with the laws of the United States of America and, to the extent that such laws are not applicable, with the internal laws of the State of Texas (without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties). This Agreement is entered into by the parties in the State of Texas. All advances under this Agreement are being made by us from our offices located in such State. Provided, notwithstanding anything herein to the contrary, in no event shall federal law or the law of Texas be applied to preempt any provision regarding home equity loans required under or in connection with Article XVI, Sections 50(a)(6) and 50(t) or other related provisions of the Texas Constitution. For purposes of Title 4 of the Texas Finance Code, the parties agree that we are entitled to the federal preemption of Texas limitations on interest and related fees and charges to the maximum extent permitted by applicable law.

22. **Interpretation.** The names given to sections or paragraphs in this Agreement are for convenience and shall not be used to interpret this Agreement. This Agreement, the Periodic Statements and, if applicable, any payment coupons that we provide you are the best evidence of your agreement with us. If any provision of this Agreement, the Periodic Statements or any such payment coupons is found not to be valid or enforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such provision or the remaining provisions of that document, which provisions shall continue to be binding, valid and enforceable, to the extent permitted by law.

23. **Compliance and Savings.** It is the express intention of you and us to structure this Agreement to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Agreement, the Security Instrument or any other loan document involving this Agreement transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity or eliminated as a requirement and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document. If a refund reduces principal, the reduction will be treated as a partial prepayment. You agree to cooperate with us regarding any curative measures. Without limitation of the foregoing, to the extent permitted by law, any curative measures made by us shall further absolve us of any forfeiture or liability regarding the same.

All contracts, charges and receipts between you and us are expressly limited so that any loan charges or fees (other than interest) contracted for, charged or received with respect to you, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of this Agreement shall not exceed, in the aggregate, the highest amount allowed by applicable law, including, without limitation, Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution.

It is the intention of you and us to comply with applicable law. In each and every instance, our rights shall be limited by applicable law (to the extent such laws may not be effectively waived), construed so as to comply with such laws and our rights may not be exercised except to the extent permitted by applicable law.

If a law, which applies to this Credit Agreement and which sets maximum interest or loan charges, is finally interpreted so that the interest or other loan charges contracted for, charged or received in connection with this Credit Agreement or the Security Instrument exceed the permitted limits under applicable law, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from us which exceeded permitted limits will be refunded to you to the extent permitted by applicable law. We may, to the extent permitted by law, choose to make this refund by reducing the amount owed or by making a direct payment to you. It is agreed that the total of all interest and other charges that constitute interest shall not exceed the maximum amount allowed by applicable law. Nothing in this Credit Agreement or the Security Instrument, or any charges made in connection therewith, shall entitle us upon any contingency (including, but not limited to, payoff statements, prepayment, default, demand for payment or acceleration of maturity) to contract for, charge or receive interest or other charges that may constitute interest or other charges in excess of the maximum amount allowed by applicable law, and all such contracts, charges or receipts are hereby made subject to and automatically constrained by the limitations stated above. To the extent permitted by applicable law, we may calculate interest and charges by amortizing, prorating, allocating and spreading. Any excess ever contracted for, charged or received, shall be automatically subject to refund or cancellation so as to bring the amount of interest and charges within lawful limits. If a refund reduces principal, the reduction will be treated as a partial prepayment. You agree to cooperate with us regarding any curative measures. Without limitation of the foregoing, to the extent permitted by law, any curative measures made by us shall further absolve us of any forfeiture or liability regarding the same.

You acknowledge that the Agreement is a home-equity line of credit under Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution. You acknowledge that a home equity line of credit is a form of an open-end account that may be debited from time to time, under which credit may be extended from time to time and under which: (1) you may request advances, repay money, and reborrow money during the Draw Period; (2) any single debit or advance is not less than \$4,000; (3) you may not use a credit card, debit card, preprinted solicitation check, or similar device to obtain an advance; (4) any fees described by Section 50(a)(6)(E) are charged and collected only at the time the Agreement is established and no fee is charged or collected in connection with any debit or advance; (5) the maximum principal amount that may be extended under the account, when added to the aggregate total of the outstanding principal balances of all indebtedness secured by the Property on the date the Agreement is established, does not exceed an amount described under Section 50(a)(6)(B); (6) no additional debits or advances are made if the total principal amount outstanding exceeds an amount equal to 50% of the fair market value of the Property as determined on the date the Agreement is established; (7) we or a holder may not unilaterally amend this Agreement or the Security Instrument; (8) repayment is to be made in regular periodic installments as set forth in this Agreement beginning not later than two months from the date the Agreement of your initial advance; and (9) during the Draw Period, each minimum payment equals or exceeds the amount of accrued interest; and (10) during the Post-Draw Period, minimum payments are substantially equal.

To the extent required by law, we will be subject to forfeiture of all principal and interest of this Agreement only if we fail to comply with our obligations under Section 50(a)(6) and related provisions of the Texas Constitution within 60 days after you provide written notice to us of our failure to comply in accordance with this Agreement, the Security Instrument, and applicable law, or such longer period permitted by applicable law.

**24. Obligations of Persons Signing This Agreement.** Subject to the limitation of personal liability described below, each person who signs this Agreement is jointly and severally responsible for the promises and obligations in this Agreement, including the payment of the full amount owed. Any person who takes over these obligations is also responsible.

You understand that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that this Agreement is given without personal liability against you and each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Credit Line Account by actual fraud. This means that, absent such actual fraud, we may enforce our rights under this Agreement solely against the Property and not personally against you or any owner of such Property or the spouse of an owner.

However, to the extent permitted by law, if this Agreement is obtained by such actual fraud, you will be personally liable for the payment of any amounts lawfully due under this Agreement, less any unearned charges. This means that a personal judgment could be obtained against you if you fail to perform your responsibilities under this Agreement, including a judgment for any deficiency that results from our sale of the Property for an amount less than what is owing under this Agreement.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, the provisions above shall not impair in any way our right to collect all sums lawfully due under this Agreement, less any unearned charges, or prejudice our right to any promises or conditions of this Agreement.

#### **YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Bill.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

\*Your name and account number.

\*The dollar amount of the suspected error.

\*Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your deposit account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

**Your Rights and Our Responsibilities After We Receive Your Written Notice.** We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any FINANCE CHARGES related to any questioned amount. If we did not make a mistake, you may have to pay FINANCE CHARGES and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

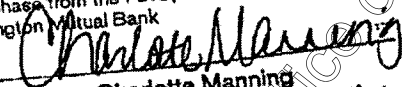
If we do not follow these rules, we can not collect the first \$50.00 of the questioned amount, even if your bill was correct.

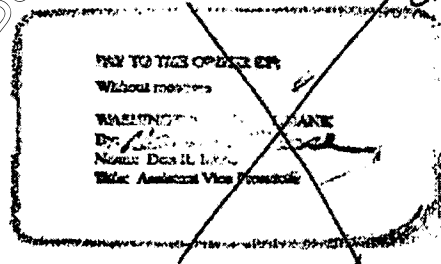
NOTICE: THIS TEXAS EQUITY LINE OF CREDIT AGREEMENT, THE SECURITY INSTRUMENT, AND THE OTHER DOCUMENTS SIGNED BY THE PARTIES IN CONNECTION WITH THE CLOSING ON THIS DATE REPRESENT THE FINAL AGREEMENT OF THE PARTIES AND, TO THE EXTENT PERMITTED BY LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

PRIOR TO SIGNING THIS AGREEMENT, YOU HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS AGREEMENT. YOU AGREE TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND ALL LOAN DOCUMENTS SIGNED BY YOU, WITH NO BLANK SPACES LEFT TO BE FILLED IN.

  
VIOLA J. CUMMINGS

Pay to the Order of:  
Without Recourse  
JPMORGAN CHASE BANK, N.A. successor in interest  
by purchase from the FDIC, as receiver for  
Washington Mutual Bank

By:   
Charlotte Manning  
Vice President-Documents Execution



Recording requested by and

When Recorded Mail to:  
Optima Information Solutions  
1700 Carnegie Avenue, Suite 200  
Santa Ana, CA 92705  
WAMU

20070328685  
05/31/2007 RP3 \$60.00



Loan Number: [REDACTED]

THIS SECURITY INSTRUMENT SECURES A TEXAS HOME EQUITY LINE OF CREDIT AS  
DEFINED BY SECTION 50(a)(6) AND SECTION 50(t), ARTICLE XVI OF THE TEXAS  
CONSTITUTION.

TEXAS HOME EQUITY LINE OF CREDIT SECURITY INSTRUMENT (Homestead Property)

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

THIS SECURITY INSTRUMENT is made 05/01/2007 among:  
ROBERT L. CUMMINGS AND VIOLA J. CUMMINGS

whose address is:

2209 ISABELLA ST HOUSTON, TX 77004-4329

("Grantor"); LARRY ANDREWS whose address is:  
3200 S.W. FREEWAY 13TH FL HOUSTON, TX 77027

and his, her or its successors in trust and assigns ("Trustee"); and:  
WASHINGTON MUTUAL BANK, A FEDERAL ASSOCIATION, WHICH IS ORGANIZED AND  
EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND WHOSE ADDRESS IS  
2273 N GREEN VALLEY PARKWAY, SUITE #14, HENDERSON, NV 89014 ("BENEFICIARY") AND  
ITS SUCCESSORS OR ASSIGNS.

1. **Granting Clause.** Grantor, in consideration of the indebtedness recited herein and the trust  
herein created, hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale,  
the property in HARRIS County, Texas, described below and  
all interest in it Grantor ever gets:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF HARRIS, STATE OF  
TEXAS, DESCRIBED AS FOLLOWS:

LOT TWENTY (20), BLOCK FIVE (5) WASHINGTON TERRACE, RECORDED IN VOLUME 557,  
PAGE 68, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.

FILED FOR RECORD  
8:00 AM

MAY 31 2007

*Barbara A. [Signature]*  
County Clerk, Harris County, Texas

3 2 0 8 9 (02/02/07) w8.2

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☐ If this box is checked, the property described above is further described on Exhibit A attached hereto and made a part hereof.

Tax Parcel Number: \_\_\_\_\_ together with all improvements now or hereafter erected on the real property; all easements, rights and appurtenances; all insurance and condemnation proceeds (and any awards in lieu of condemnation) related to it; all plumbing, lighting, air conditioning and heating apparatus and equipment; all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures, at any time installed on or in or used in connection with such real property; and all renewals, replacements, substitutions and additions to any of the foregoing.

All of the property described above will be called the "Property"; provided, however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution; and provided further, the Property does not include "household goods" as defined by 12 C.F.R. § 535.1(g). To the extent required by Section 50(a)(6), Article XVI of the Texas Constitution, Beneficiary disclaims and waives with respect to sums secured by this Security Instrument any rights of set off and any right to use as security for the sums secured by this Security Instrument any security granted regarding any other indebtedness now or hereafter owing to Beneficiary. As used herein "State" shall refer to the State of Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, hereditaments and appurtenances thereunto in anywise incident, appertaining or belonging (all of which being included in the term Property) unto Trustee and Trustee's successors forever; and Grantor hereby binds Grantor, Grantor's heirs, successors, assigns and legal representatives, to warrant and forever defend title to said Property unto Trustee, Trustee's successors and substitutes, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

2. Security. This Deed of Trust is given to secure performance of each promise of Grantor contained herein and in a WaMu Equity Plus(TM) Texas Agreement and Disclosure with Beneficiary of even date herewith with a maximum credit limit of \$62,500.00 (the "Credit Agreement"), including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Grantor under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Grantor may borrow, repay and reborrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Deed of Trust. This Deed of Trust also secures payment of certain fees and costs of Beneficiary as provided in this Security Instrument and repayment of money advanced by Beneficiary to protect the Property or Beneficiary's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that, unless sooner repaid, all amounts due under the Credit Agreement are due and payable on 05/03/2037 (the "Maturity Date"). All amounts due under the Credit Agreement and this Deed of Trust are called the "Debt." This Debt is a revolving line of credit as defined by Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution (sometimes referred to herein as the "Extension of Credit"). Although the Debt may be reduced to a zero balance, this Deed of Trust will remain in effect until released.

The Credit Agreement is a "Revolving Credit Promissory Note", as defined in Procedural Rule P-9b (8)(a)(1) of the Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, promulgated by the State Board of Insurance in accordance with Chapter Nine, Texas Insurance Code.

**3. Representations of Grantor.** Grantor represents that:

- (a) Grantor is the owner or contract purchaser of the Property, which is unencumbered except by easement, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing mortgage, deed of trust or real estate contract given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and
- (b) The Property is not used for any agricultural or farming purposes.

**4. Sale, Transfer or Further Encumbrance of Property.** The Loan is personal to Grantor and, to the extent permitted by law, the entire Debt shall become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Grantor including, without limitation, further encumbrance of the Property. Grantor agrees to advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

**5. Promises of Grantor.** Grantor promises:

- (a) To keep the Property in good repair and not to move, alter or demolish any of the improvements on the Property without Beneficiary's prior written consent;
- (b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;
- (c) To pay on time all lawful taxes and assessments on the Property;
- (d) To perform on time all terms, covenants and conditions of any prior real estate contract, mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;
- (e) To keep the Property and the improvements thereon insured by a company satisfactory to Beneficiary against fire and extended coverage perils and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements and to deliver evidence of such insurance coverage to Beneficiary, subject to legal limits. In no event may required insurance exceed the replacement value of the improvements. Grantor may provide the required property insurance through existing policies or Grantor may purchase the required insurance through any insurance company authorized to transact business in Texas or an eligible surplus lines insurer that is reasonably acceptable to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause; and the amount collected under any insurance policy may be applied upon the Debt hereby secured in the same manner as payments under the Credit Agreement or at the Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale; and
- (f) To see to it that this Security Instrument remains a valid lien on the Property superior to all liens except those described in Section 3(a) and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Security Instrument in any pleading filed in any action, the assertion alone, to the extent permitted by law, shall be deemed to impair the lien of this Security Instrument for purposes of this Section 5(f).

**6. Curing of Defaults.** If Grantor fails to comply with any of the covenants in Section 5, including all the terms of any prior mortgage, deed of trust or real estate contract, Beneficiary, to the extent permitted by law, may take any lawfully permitted action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all lawful amounts spent by Beneficiary on behalf of Grantor shall be added to the Debt and secured by this Security Instrument; and to the extent permitted by

law, such amounts shall bear interest at the rate of interest specified in the Credit Agreement, subject to legal limits and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so. Beneficiary may, to the extent permitted by law, but is not required to obtain collateral protection insurance on Grantor's behalf and at Grantor's expense, including replacement cost insurance if authorized by applicable law, subject to policy limits. No powers are granted by Grantor to Beneficiary or Trustee that would violate provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution or other applicable law.

**7. Remedies for Default.**

(a) Notice of Default and Right to Cure and certain waivers. Beneficiary will give Grantor notice of Grantor's default and twenty (20) days to cure, as required by the Texas Property Code, before Beneficiary may declare the entire Debt due and payable in full or cause Trustee to give notice of a foreclosure sale as applicable. Also, Beneficiary may not foreclose against the Property without first obtaining a court order as required by Article XVI, §50 (a)(6) and related provisions of the Texas Constitution and Rule 735 et seq. of the Texas Rules of Civil Procedure, as same may be amended from time to time. Except for such notice and procedures as applicable and any other notices or procedures, if any, required by applicable law, Grantor, to the extent permitted by applicable law, waives demand, notice of nonpayment, notice of intention to accelerate (except as provided above), notice of acceleration, presentment, protest, notice of dishonor, and notice of protest. To the extent permitted by applicable law, Grantor also agrees that Beneficiary may waive or delay enforcing Beneficiary's rights without losing them;

(b) Prompt performance under this Security Instrument is essential. If Grantor doesn't pay any installment of the Debt or other amount due hereunder on time or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement or if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Credit Agreement or this Security Instrument or any rider thereto or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Security Instrument or if any representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Security Instrument, after Beneficiary first gives notice as provided herein or required by applicable law, shall immediately become due and payable in full, at the option of Beneficiary and the total amount owed by Grantor shall thereafter bear interest at the rate stated in the Credit Agreement (at the Default Rate, if any), subject to legal limits.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Beneficiary may, at its option, follow any of the procedures permitted by the Texas Supreme Court pursuant to Article XVI, §50(a)(6) and related provisions of the Texas Constitution, including the procedures set forth in Rule 735 et seq. of the Texas Rules of Civil Procedure, as same may be amended from time to time. The power of sale granted herein shall be exercised pursuant to such rules, and Grantor understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Grantor in a judicial proceeding.

Upon court approval, Beneficiary may invoke the power of sale under this Security Instrument and other remedies permitted by applicable law, alternatively or cumulatively to the extent permitted by law. Also, without declaring the entire Debt due, Beneficiary, upon court approval, may invoke the power of sale for default in payment of an installment or other amount lawfully due, with the Trustee's sale being made subject to the unmatured portion of the Debt; and such sale, if made, shall not in any manner affect the unmatured part of the Debt, but as to such unmatured Debt, this Security Instrument shall remain in full force and effect. If Beneficiary invokes the power of sale,

Beneficiary may advise Trustee of the default and deliver to Trustee any documentation as may be required by law. Upon court approval and after giving any notices and making any postings or filings required by the Texas Property Code, as amended or other applicable law, Trustee shall sell the Property in accordance with the Texas Property Code, as amended or other applicable law, either in whole or in separate parcels or other part and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States, which will be payable at the time of sale all in accordance with applicable law (and the right of sale under this Security Instrument shall not be exhausted by one or more sale, but successive sales may be had until all of the Property has been lawfully sold). Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the lawfully permitted expenses of the sale, including a reasonable trustee's fee and lawyer's fees to the extent permitted by law; (ii) to the obligations secured by this Security Instrument; and (iii) the surplus, if any, shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by applicable law to accept such amounts. To the extent permitted by law, Grantor or any person claiming any part of the Property by, through or under Grantor shall not be entitled to a marshaling of assets or a sale in inverse order of alienation.

(c) Trustee shall deliver to the purchaser at the sale its deed conveying indefeasible title to the Property, without warranty or with covenants of special or general warranty as determined by Trustee. Grantor covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Security Instrument. To the extent permitted by law, these recitals in the Trustee's deed shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value. Any sale under the powers granted in this Security Instrument shall be a perpetual bar against Grantor and his heirs, successors, assigns, and legal representatives. If the Property is sold at foreclosure, Grantor or any person holding possession of the Property by, through or under Grantor shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Grantor or such person shall be a tenant at sufferance, liable to the extent allowed by law for reasonable rental for the use of the Property and may be removed by writ of possession in accordance with applicable law;

(d) To the extent permitted by law, the power of sale conferred by this Security Instrument is not an exclusive remedy. Beneficiary may cause this Security Instrument to be judicially foreclosed or take any other action available at law or in equity, alternatively or cumulatively to the extent permitted by law;

(e) By accepting payment of any sum secured by this Security Instrument after its due date, Beneficiary, to the extent permitted by law, does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay; and

(f) To the extent permitted by law, a mortgage servicer on behalf of Beneficiary may manage information regarding Grantor's last known address, appoint a trustee or substitute trustee, including, without limitation, a perpetual substitute trustee and administer all aspects of a foreclosure as authorized in this Security Instrument or by applicable law. The Beneficiary may include, without limitation, a book entry system to the extent permitted by law.

**8. Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding (or there is award or payment in lieu of condemnation), the entire amount of the award or such portion as may be necessary to fully satisfy the Debt and all

other obligations secured by this Security Instrument, shall be paid to Beneficiary to be applied thereto in the same manner as payments under the Note.

9. **Fees and Costs.** Grantor shall be responsible for and shall pay all of Beneficiary's lawfully permitted costs and collection charges, including, without limitation, reasonable attorneys' fees, reasonable trustee's fees or charges in connection with this Security Instrument or similar instrument in connection with the Loan, fees for enforcing the lien or posting for sale, selling or releasing the Property, court costs, and any other lawfully permitted fees or charges, subject to legal limits. Grantor understands that these expenses are not contemplated to be incurred in connection with maintaining or servicing this Extension of Credit.

10. **Release of Lien.** Within a reasonable time after termination and full payment of the Extension of Credit, Beneficiary, at its option, shall cancel and return the Credit Agreement to Grantor and give Grantor in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Credit Agreement and assignment of the lien to a lender that is refinancing the Extension of Credit.

**TO THE EXTENT PERMITTED BY LAW, GRANTOR'S ACCEPTANCE OF SUCH RELEASE OR ENDORSEMENT AND ASSIGNMENT SHALL EXTINGUISH ALL OF THE BENEFICIARY'S OBLIGATIONS UNDER SECTION 50(a)(6) AND SECTION 50(i), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

11. **Trustee; Successor.** Beneficiary may, unless prohibited by applicable law, appoint a successor Trustee from time to time in the manner provided by law. Successor Trustees may be named, constituted and appointed without procuring the resignation of the former Trustee and without other formality than the execution and acknowledgment by Beneficiary of a written instrument (which instrument, if Beneficiary is a corporation, shall be executed by the President or any Vice President and without the necessity of any action by the Board of Directors authorizing such appointment) appointing and designating such successor Trustee. The successor Trustee shall be vested with all powers of the original Trustee. Trustee, to the extent permitted by law, is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

12. **Application of Payment.** Unless applicable law provides otherwise, all payments received by Beneficiary may be applied: first, to amounts payable under Section 6; second, to Beneficiary's lawfully permitted fees and costs; third, to interest due; and last, to principal due.

13. **Subrogation.** It is understood and agreed that the proceeds of the Credit Agreement or amounts advanced and due under this Security Instrument, to the extent that the same are utilized to take up any outstanding liens and charges against the Property or any portion thereof, have been advanced by Beneficiary at Grantor's request and upon Grantor's representation that such amounts are due and payable. Beneficiary, to the extent not inconsistent with Section 50(a)(6), Article XVI and related provisions of the Texas Constitution, shall be subrogated to any and all rights, superior titles, liens and equities, owned or claimed by an owner or holder of said outstanding liens however remote and regardless of whether said liens are acquired by assignment or are released by the holder thereof upon payment.

14. **Compliance and Savings.** It is the express intention of Beneficiary and Grantor to structure the Extension of Credit to conform to the provisions of the Texas Constitution applicable to

extensions of credit as defined by Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Credit Agreement, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity or eliminated as a requirement and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document. If a refund reduces principal, the reduction will be treated as a partial prepayment. Grantor agrees to cooperate with Beneficiary regarding any curative measures. Without limitation of the foregoing, to the extent permitted by law, any curative measures made by Beneficiary shall further absolve Lender of any forfeiture or liability regarding the same.

All contracts, charges and receipts between Beneficiary and Grantor are expressly limited so that any loan charges or fees (other than interest) contracted for, charged or received with respect to Grantor, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law, including, without limitation, Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution.

It is the intention of Beneficiary and Grantor to comply with applicable law. In each and every instance, Beneficiary's rights shall be limited by applicable law (to the extent such laws may not be effectively waived), construed so as to comply with such laws, and Beneficiary's rights may not be exercised except to the extent permitted by applicable law.

If a law, which applies to this Security Instrument or the Credit Agreement and which sets maximum interest or loan charges, is finally interpreted so that the interest or other loan charges contracted for, charged or received in connection with this Security Instrument or the Credit Agreement exceed the permitted limits under applicable law, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor to the extent permitted by applicable law. Beneficiary may, to the extent permitted by law, choose to make this refund by reducing the Debt or by making a direct payment to Grantor. It is agreed that the total of all interest and other charges that constitute interest shall not exceed the maximum amount allowed by applicable law. To the extent Texas law establishes the maximum ceiling, the parties elect the weekly rate ceiling under Chapter 303 of the Texas Finance Code. Nothing in this Security Instrument or the Credit Agreement, or any charges made in connection therewith, shall entitle Beneficiary upon any contingency (including, but not limited to, payoff statements, prepayment, default, demand for payment or acceleration of maturity) to contract for, charge or receive interest or other charges that may constitute interest or other charges in excess of the maximum amount allowed by applicable law, and all such contracts, charges or receipts are hereby made subject to and automatically constrained by the limitations stated above. To the extent permitted by applicable law, Beneficiary may calculate interest and charges by amortizing, prorating, allocating and spreading. Any excess ever contracted for, charged or received, shall be automatically subject to refund or cancellation so as to bring the amount of interest and charges within lawful limits. If a refund reduces principal, the reduction will be treated as a partial prepayment. Grantor agrees to cooperate with Beneficiary regarding any curative measures. Without limitation of the foregoing, to the extent permitted by law, any curative measures made by Beneficiary shall further absolve Beneficiary of any forfeiture or liability regarding the same.

Grantor acknowledges that the Credit Agreement is a home-equity line of credit under section

50(a)(6) and Section 50(t), Article XVI of the Texas Constitution. Grantor acknowledges that a home equity line of credit is a form of an open-end account that may be debited from time to time, under which credit may be extended from time to time and under which: (1) Grantor may request advances, repay money, and reborrow money during the draw period; (2) any single debit or advance is not less than \$4,000.00; (3) Grantor may not use a credit card, debit card, preprinted solicitation check or similar device to obtain an advance; (4) any fees described by Section 50(a)(6)(E) are charged and collected only at the time the Credit Agreement is established and no fee is charged or collected in connection with any debit or advance; (5) the maximum principal amount that may be extended under the account, when added to the aggregate total of the outstanding principal balances of all indebtedness secured by the Property on the date the Agreement is established, does not exceed an amount described under Section 50(a)(6)(B); (6) no additional debits or advances are made if the total principal amount outstanding exceeds an amount equal to 50.00% of the fair market value of the Property as determined on the date the Credit Agreement is established; (7) Lender or a holder may not unilaterally amend the Credit Agreement or the Security Instrument; (8) repayment is to be made in regular periodic installments as set forth in the Credit Agreement beginning not later than two months from the date the Credit Agreement or Grantor's initial advance is made; (9) during the draw period each minimum payment installment equals or exceeds the amount of accrued interest; and (10) during the post-draw minimum payment installments are substantially equal.

15. **Notices.** Except as otherwise provided in the Credit Agreement or this Security Instrument, notice hereunder must be in writing. Notices shall be deemed given when deposited in the U.S. mail, postage prepaid, first class mail or when delivered in person or sent by registered or certified mail or by nationally recognized overnight carrier. Notice to Grantor will be sent to Grantor's last known address in Beneficiary's records for this Extension of Credit. To the extent permitted by law, notice to any of Grantors, if more than one, shall be deemed notice to all of Grantors. Notice to Beneficiary shall be sent to the address of Beneficiary set forth in this Security Instrument. Any party may change its address for receipt of notice hereunder by giving written notice to the other parties as set forth herein specifying the purpose of the notice is to change the party's address.

If the purpose of a notice is to notify Beneficiary of failure by Beneficiary to comply with Beneficiary's obligations under this Extension of Credit or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6) and Section 50(t), Article XVI of the Texas Constitution, then, to the extent permitted by law, notice by certified mail is required.

16. **Successors and Assigns Bound; Non-recourse; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall benefit and obligate Beneficiary and Grantor, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner of the Credit Agreement secured by this Security Instrument, whether or not that person is named as Beneficiary hereunder. Except as provided herein, the Grantor's covenants and agreements shall be joint and several.

Any Grantor who co-signs this Security Instrument, but does not execute the Credit Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Grantor's interest in the Property under the terms of this Security Instrument or to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution providing for execution hereof, in order to establish a valid lien, by the spouse or each owner of the Property; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that

Beneficiary and any other Grantor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Credit Agreement without that Grantor's consent, to the extent permitted by law.

Grantor understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Credit Agreement is given without personal liability against Grantor and each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Beneficiary may enforce its rights under the Credit Agreement and this Security Instrument solely against the Property and not personally against Grantor or any owner of the Property or the spouse of an owner.

However, to the extent permitted by law, if this Extension of Credit is obtained by such actual fraud, Grantor will be personally liable for the payment of any amounts due lawfully due under the Credit Agreement and this Security Instrument, less any unearned charges. This means that a personal judgment could be obtained against Grantor if Grantor fails to perform Grantor's responsibilities under the Credit Agreement or this Security Instrument, including a judgment for any deficiency that results from Beneficiary's sale of the Property for an amount less than is owing under the Credit Agreement and this Security Instrument.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, the provisions above shall not impair in any way the right of the Beneficiary to collect all sums lawfully due under the Credit Agreement or this Security Instrument, less any unearned charges or prejudice the right of Beneficiary to any promises or conditions of the Credit Agreement, this Security Instrument or any loan documents in connection therewith.

**17. Copies.** Grantor shall be given, at the time this Extension of Credit is made, a copy of all documents signed by Grantor related to the Extension of Credit.

**18. Proceeds.** Grantor has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or a debt to another lender.

**19. No Assignment of Wages.** Grantor has not assigned wages as security for the Extension of Credit.

**20. Acknowledgment of Fair Market Value.** Beneficiary and Grantor have executed a written acknowledgment as to the fair market value of Grantor's Property on the date the Credit Agreement is established.

**21. Advance Disclosures.** This Extension of Credit and Security Instrument have not been signed before: (a) the twelfth (12th) day after the later of the date that the owner of the Property submitted an application to the Beneficiary or the Beneficiary's representative, for the Extension of Credit or the date that the Beneficiary or the Beneficiary's representative, provided the owner with a copy of the Notice Concerning Extensions of Credit defined by Section 50(a)(6), Article XVI of the Texas Constitution; and (b) one (1) business day after the date that the owner of the Property received a final itemized disclosure of the actual fees, points, interest, costs and charges that will be charged at closing, unless Beneficiary obtained the written consent of the owner to allow such documentation to be provided to the owner at closing based upon a bona fide emergency or another good cause.

**22. Miscellaneous.** The words used in this Security Instrument referring to one person shall be



read to refer to more than one person if two or more have signed this Security Instrument or become responsible for doing the things this Security Instrument requires. This Security Instrument shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply, the laws of the state of Texas. However, notwithstanding anything herein to the contrary, in no event shall federal law be applied to preempt any provision regarding home equity loans required under or in connection with Article XVI, §50(a)(6) and 50(t) of the Texas Constitution. For purposes of Title 4 of the Texas Finance Code, Grantor and Lender agree that Lender is entitled to the federal preemption of Texas limitations on interest and related fees or charges to the maximum extent permitted by applicable law. If a provision of this Security Instrument is determined to be invalid under applicable law, that fact, to the extent permitted by law, shall not invalidate any other provision of this Security Instrument, but the Security Instrument shall be construed as not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

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

☐ Condominium Rider

☐ Other: \_\_\_\_\_  
(specify)

☐ Planned Unit Development Rider

**NOTICE: THE TEXAS HOME EQUITY PROMISSORY NOTE, THIS TEXAS HOME EQUITY SECURITY INSTRUMENT AND THE OTHER DOCUMENTS SIGNED BY THE PARTIES IN CONNECTION WITH THE CLOSING ON THIS DATE REPRESENT THE FINAL AGREEMENT OF THE PARTIES AND, TO THE EXTENT PERMITTED BY LAW, 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.**

**DO NOT SIGN THIS SECURITY INSTRUMENT IF THERE ARE BLANK SPACES LEFT TO BE COMPLETED IN THIS SECURITY INSTRUMENT. THIS SECURITY INSTRUMENT MUST BE EXECUTED AT THE OFFICE OF BENEFICIARY, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS SECURITY INSTRUMENT AFTER YOU HAVE SIGNED IT.**

**YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.**

By signing below, Grantor accepts and agrees to the provisions of this Security Instrument and any rider(s) executed by Grantor concurrently therewith.

DATED at HOUSTON, TEXAS, this 1<sup>ST</sup> day of MAY, 2007.

Viola J. Cummings  
VIOLA J. CUMMINGS

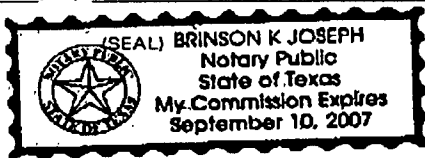
Robert L. Cummings, By Renee' L. Cummings, Attorney In Fact RL  
ROBERT L. CUMMINGS, BY RENEE' L. CUMMINGS, ATTORNEY IN FACT

Unofficial Copy Office of Marilyn Burgess District Clerk

## Acknowledgments

THE STATE OF TEXAS )  
 ) ss  
COUNTY OF HARRIS )

This instrument was acknowledged before me on the 1<sup>ST</sup> day of MAY,  
2007, by VIOLA J. CUMMINGS



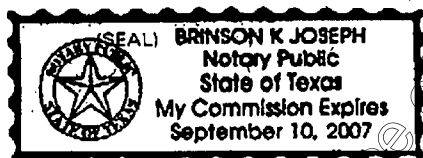
Brinson K. Joseph  
Notary Public, State of Texas

SEPTEMBER 10, 2007  
Commission Expires

BRINSON K JOSEPH  
Notary Name Printed or Typed

THE STATE OF TEXAS )  
 ) ss  
COUNTY OF HARRIS )

This instrument was acknowledged before me on the 1<sup>ST</sup> day of MAY,  
2007, by ROBERT L. CUMMINGS, JR. & RANEE L. CUMMINGS, AI.



Brinson K. Joseph  
Notary Public, State of Texas

SEPTEMBER 10, 2007  
Commission Expires

BRINSON K JOSEPH  
Notary Name Printed or Typed

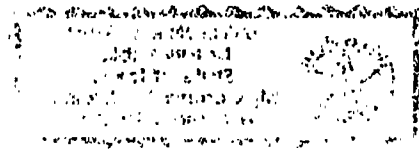
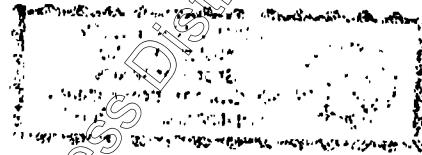
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in the number Sequence on the date and at the time  
stamped below by me and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County Texas on

MAY 31 2007



Brenda L. Hayward  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk



Recording requested by and, when

When Recorded Mail to:  
Optima Information Solutions  
1700 Carnegie Avenue, Suite 200  
Santa Ana, CA 92705  
WAMU

20070328686  
05/31/2007 RP3 \$40.00

[To Be Recorded With Security Instrument. Space Above This Line for Recording Data]



Washington  
Mutual

## TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT

Loan Number: [REDACTED]

(Do not sign this Texas Home Equity Affidavit and Agreement until you have executed an Acknowledgment Regarding Fair Market Value and received and reviewed the Texas Home Equity Note or Texas Home Equity Line of Credit Agreement and the Texas Home Equity Security Instrument.)

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared:

VIOLA J CUMMINGS

ROBERT L CUMMINGS, BY RENEE' L CUMMINGS, ATTORNEY IN FACT

and  
and  
and  
and  
and  
and

and on oath such individual or each of them, swears that the following statements are true:

### I. REPRESENTATIONS AND WARRANTIES:

A. I am a borrower named in the Texas Home Equity Note or Texas Home Equity Line of Credit (the "Note") or Texas Home Equity Line of Credit Agreement (the "Agreement") or the owner or spouse of an owner of the property described in the Texas Home Equity Security Instrument (the "Security Instrument" which term includes any riders to the Texas Home Equity Security Instrument), both bearing date of May 1, 2007 evidencing and securing an extension of credit as defined by Section 50(a)(6), and Section 50(t), Article XVI of the Texas Constitution (the "Extension of Credit") and providing for a lien on the following described property ("Property") located in HARRIS County, Texas:

FILED FOR RECORD  
8:00 AM

MAY 31 2007

3 9 4 7 (01/24/07) w8.2

*Shirley A. Hoffman*  
County Clerk, Harris County, Texas

Page 1 of 7

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF HARRIS, STATE OF TEXAS, DESCRIBED AS FOLLOWS:  
LOT TWENTY (20), BLOCK FIVE (5) WASHINGTON TERRACE, RECORDED IN VOLUME 557, PAGE 68, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.

which has an address of:

2209 ISABELLA ST  
HOUSTON

77004-4329

☐ If this box is checked, the property described above is further described on Exhibit A attached hereto and made a part hereof.

The Property includes all incidental rights in and to the Property including all 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 are included as well as any interest in a planned unit development, condominium project, homeowners' association or equivalent entity owning or managing common areas or facilities associated with the Property. All of the foregoing is referred to herein as the Property, provided however that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution.

The Property does not include any additional real or personal property not included within the definition of homestead in Sections 41.002(a), (b) and (c) of the Texas Property Code which provide:

**§ 41.002 Definition of Homestead**

(a) If used for the purposes of an urban home or as both an urban home and a place to exercise a calling or business, the homestead of a family or a single, adult person, not otherwise entitled to a homestead, shall consist of not more than 10 acres of land which may be in one or more contiguous lots, together with any improvements thereon;

(b) If used for the purposes of a rural home, the homestead shall consist of:

(1) for a family, not more than 200 acres, which may be in one or more parcels, with the improvements thereon; or

(2) for a single, adult person, not otherwise entitled to a homestead, not more than 100 acres, which may be in one or more parcels, with the improvements thereon;

(c) A homestead is considered to be urban if, at the time the designation is made, the property is made, the property is:

(1) located within the limits of a municipality or its extraterritorial jurisdiction or a platted subdivision; and

(2) served by police protection, paid or volunteer fire protection and at least three of the following services provided by a municipality or under contract to a municipality: (A) electric, (B) natural gas, (C) sewer, (D) storm sewer and (E) water.

B. I understand that the lender making the Extension of Credit is WASHINGTON MUTUAL BANK (the "Lender").

C. The undersigned includes all owners and spouses of owners of the Property and all borrowers named in the Note.

D. The Extension of Credit is secured by a voluntary lien on the Property created under a written agreement with the consent of all owners and all spouses of owners and execution of this Texas Home Equity Affidavit and Agreement is deemed evidence of such consent.

E. The Extension of Credit is of a principal amount that, when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances (i.e., liens) against the Property, does not exceed eighty percent (80.00%) of the fair market value of the Property on the date the Extension of Credit is made. In the case of a home-equity line of credit, the term "made" means "established."

F. I have not paid any fee or charge that is not disclosed in the HUD-1 or HUD-1A Settlement Statement or other written disclosures which documents were given to me at least one business day before closing unless I provided Lender my written consent to provide me such documentation at closing based upon a bona fide emergency or another good cause.

G. Neither the Lender nor any other party has required any additional collateral to secure this Extension of Credit other than the Property described in the Security Instrument. Each person who signs the Note as maker has done so voluntarily and will receive a direct benefit from the value given for the Note.

H. The Property is not designated for agricultural use as provided by statutes governing property tax, unless such Property is used primarily for the production of milk.

I. The Extension of Credit is the only loan made pursuant to Section 50(a)(6), Article XVI of the Texas Constitution that will be secured by the Property at the time the Extension of Credit is funded.

J. The Note and Security Instrument have not been signed before: (a) the twelfth (12th) day after the later of the date the owner of the Property submitted an application to the Lender, or the Lender's representative, for the Extension of Credit or the date that the Lender or the Lender's representative, provided the owner with a copy of the Notice Concerning Extensions of Credit defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Notice"); and (b) one (1) business day after the date that the owner of the Property received a final itemized disclosure of the actual fees, points, interest, costs, and charges that will be charged at closing, unless Lender obtained the written consent of the owner to allow such documentation to be provided to the owner at closing based upon a bona fide emergency or another good cause.

K. If I am an owner of the Property, I received the Notice in English. If the discussions with the borrowers named in the Note were conducted primarily in a language other than English, the borrowers named in the Note received from Lender or Lender's representative before closing, an additional copy of the Notice translated into the written language in which the discussions were conducted.

L. The Extension of Credit is being closed, that is I am signing the loan documents, at the office of the Lender, an attorney at law or a title company.

M. It has been at least one year since the closing date of any other extension of credit made pursuant to Section 50(a)(6), Article XVI of the Texas Constitution and secured by the Property.

N. No owner of the Property has been required to apply the proceeds of this Extension of Credit to repay another debt, unless such other debt, if any, is a debt secured by the Property or a debt to another lender.

O. No owner of the Property has been required to assign wages as security for the Extension of Credit.

P. No owner of the Property has signed an instrument in which applicable blanks were left to be filled in. There are no blanks in this Texas Home Equity Affidavit and Agreement, the Note or the Security Instrument.

Q. No owner of the Property has signed a confession of judgment or power of attorney to the Lender or to a third person to confess judgment or to appear for any owner of the Property in a judicial proceeding.

R. All owners of the Property, after receiving a copy of all documents signed by them, will sign a receipt acknowledging the delivery of such copies.

S. I have been notified in the Security Instrument of the right of the owner and the spouse of any owner to rescind the Extension of Credit within three (3) days after the closing without penalty or charge.

T. The Lender and each owner of the Property have signed a written acknowledgment as to the fair market value of the Property on the date the Extension of Credit is made.

U. The Property is not being purchased with any part of the proceeds of the Extension of Credit.

V. Unless Lender otherwise agrees in writing, all borrowers named in the Note shall occupy the Property as their homestead pursuant to the terms of Paragraph 6 of the Security Instrument.

W. I understand that the Extension of Credit is not a form of open-end account that may be debited from time to time or under which credit may be extended from time to time unless the Note is a home-equity line of credit under Section 50(t), Article XVI of the Texas Constitution. Lender, at its option, may make monetary advances to protect the Property (i.e. real estate taxes, hazard insurance payments, etc.) in accordance with the Security Instrument.

X. If the Extension of Credit is a home-equity line of credit under Section 50(t), Article XVI of the Texas Constitution, I understand and acknowledge that a home equity line of credit is a form of an open-end account that may be debited from time to time, under which credit may be extended from time to time and under which: (1) I may request advances, repay money, and reborrow money; (2) any single debit or advance is not less than \$4,000.00; (3) I may not use a credit card, debit card, preprinted solicitation check, or similar device to obtain an advance; (4) any fees described by Section 50(a)(6)(E) are charged and collected only at the time the Extension of the Credit is established and no fee is charged or collected in connection with any debit or advance; (5) the maximum principal amount that may be extended under the account, when added to the aggregate total of the outstanding principal balances of all indebtedness secured by the Property on the date the Extension of Credit is established, does not exceed an amount described under Section 50(a)(6)(B); (6) no additional debits or advances are made if the total principal amount outstanding exceeds an amount equal to fifty percent (50.00%) of the fair market value of the Property as determined on the date the account is established; (7) the Lender or holder may not unilaterally amend the Extension of Credit; and (8) repayment is to be made in regular periodic installments, not more often than every fourteen (14) days and not less than monthly, beginning not later than two months from the date the Extension of Credit is established, and: (A) during the period during which I may request advances, each installment equals or exceeds, the amount of accrued interest; and (B) after the period during which I may request advances, installments are substantially equal.

## II. AGREEMENT PROVISIONS:

A. No Personal Liability in the Absence of Actual Fraud. I understand that, pursuant to Section 50(a)(6)(C), Article XVI of the Texas Constitution, the Extension of Credit is without recourse for personal liability against each owner of the Property and the spouse of each owner and that Lender and its successors and assigns can enforce the promises and obligations in the Note and the Security Instrument solely against the Property, unless an owner or spouse of an owner obtains the Extension of Credit by actual fraud.

B. Inducement and Reliance. I understand that my execution of this Texas Home Equity Affidavit and Agreement is made to induce Lender and its successors and assigns to make or purchase the Extension of Credit and that Lender and its assigns will rely on it as additional consideration for making or purchasing the Extension of Credit. I also understand that each of the statements made in the Representations and Warranties Section is material and will be acted upon by the Lender and its assigns and that if such statement is false or made without knowledge of the truth, the Lender and its assigns will suffer injury.

C. Remedies in the Event of Actual Fraud. If any owner of the Property or the spouse of an owner, obtains the Extension of Credit by actual fraud, then each owner, spouse of each owner and all borrowers named in the Note, to the extent permitted by law, agree to indemnify and save Lender and its successors and assigns harmless against any loss, costs, damages, attorneys' fees, expenses and liabilities which Lender may incur or sustain in connection with such actual fraud and any court action arising therefrom and will pay the same upon demand. In addition, the borrowers



named in the Note may become personally liable for repayment of the Extension of Credit, to the extent permitted by law.

D. Opportunity for Lender to Comply. It is agreed that the Lender or any holder of the Note or the Extension of Credit, to the extent permitted by law, shall not forfeit any principal or interest on the Extension of Credit by reason of failure by Lender or holder to comply with its obligations under the Extension of Credit, if the Lender or holder complies with Lender's or holder's obligations under the Extension of Credit not later than the 60th day the Lender or holder is notified by the borrower of Lender's or holder's failure to comply or such other period of time permitted Lender under applicable law.

E. Tax Advice. It is agreed that it is the borrower's responsibility to determine any and all aspects of tax considerations related to the Extension of Credit. I have not relied on any tax advice provided to borrower by Lender or by Lender's representatives. It is my responsibility to seek and obtain independent tax advice.

### III. STATEMENT UNDER OATH

I/We hereby swear under oath that the representations and warranties referred to and set forth in Section I above are true and correct. I/We understand that this Texas Home Equity Affidavit and Agreement is part of the loan documentation. When this Texas Home Equity Affidavit and Agreement is executed by only one person, it shall read as if pertinent verbs, nouns and pronouns were changed accordingly.

DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY BY ALL OWNERS OF THE PROPERTY, SPOUSES OF OWNERS AND BORROWERS NAMED IN THE NOTE. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.

*Viola J Cummings*  
VIOLA J CUMMINGS

*Robert L Cummings, By Renee L Cummings, Attorney In Fact*  
ROBERT L CUMMINGS, BY RENEE' L CUMMINGS, ATTORNEY IN FACT

*NO ee*

Unofficial Copy Office of Marilyn Burgess District Clerk

STATE OF TEXAS

COUNTY OF HARRIS

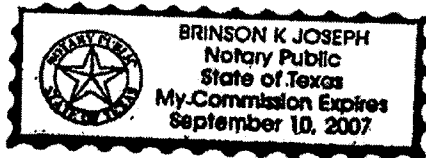
§  
§  
§

SWORN TO AND SUBSCRIBED before me this 1<sup>ST</sup> day of MAY, 2007  
personally appeared:  
VIOLA J CUMMINGS  
ROBERT L CUMMINGS, BY RENEE' L CUMMINGS, ATTORNEY IN FACT

and on oath such individual or each of them, swears that the following statements are true:

NOTARY PUBLIC, STATE OF TEXAS

[PERSONALIZED SEAL]



BRINSON K JOSEPH  
PRINTED NAME OF NOTARY  
MY COMMISSION EXPIRES: SEPTEMBER 10, 2007

ADVISORY NOTICE

ALL STATEMENTS IN THE FOREGOING TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT ARE MADE UNDER OATH. IF ANY SUCH STATEMENT IS MADE WITH KNOWLEDGE THAT SUCH STATEMENT IS FALSE, THE PERSON MAKING SUCH FALSE STATEMENT, TO THE EXTENT PERMITTED BY LAW, MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES UNDER APPLICABLE LAW AND MAY BE PERSONALLY LIABLE ON THE NOTE AND MAY CAUSE ALL OTHER BORROWERS NAMED IN THE NOTE TO BE PERSONALLY LIABLE ON THE NOTE.

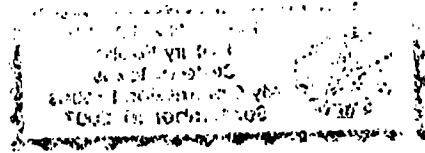
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in the number Sequence on the date and at the place shown by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

MAY 31 2007



Dorely B. Haywood  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk



### CORPORATE ASSIGNMENT OF DEED OF TRUST

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

Loan #: [REDACTED]

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST BY PURCHASE FROM THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA 71203, (ASSIGNOR) by these presents does convey, grant, assign, transfer and set over the described Deed of Trust with all interest secured thereby, all liens, and any rights due or to become due thereon, to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Deed of Trust bearing the date 05/01/2007, was executed by ROBERT L CUMMINGS AND VIOLA J CUMMINGS to WASHINGTON MUTUAL BANK, A FEDERAL ASSOCIATION and recorded as Vol n/a, Page n/a and Filing # 20070328685, in the records of Real Property of HARRIS County, Texas.

IN WITNESS WHEREOF, this Assignment is executed on 06/15/2023 (MM/DD/YYYY). JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST BY PURCHASE FROM THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA

By: Mary C Whitfield  
Mary C Whitfield  
Vice President-Doc Execution

STATE OF LOUISIANA, PARISH OF OUACHITA  
On 06/15/2023 (MM/DD/YYYY), before me appeared  
Mary C Whitfield, to me personally known, who did say that he/she/they is/are the  
Vice President-Doc Execution of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,  
SUCCESSOR IN INTEREST BY PURCHASE FROM THE FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL  
BANK, FA and that the instrument was signed on behalf of the corporation (or association), by authority from its  
board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation  
(or association).

Yolanda A. Diaz  
Yolanda A. Diaz - 87401  
Notary Public - STATE OF LOUISIANA  
Commission expires: Upon My Death

Yolanda A. Diaz  
State of Louisiana  
Lifetime Commission  
Notary Public ID # 87401

Document Prepared By: Mary C Whitfield, JPMorgan Chase Bank, N.A., 780 Kansas Lane,  
Suite A, Monroe, LA, 71203, 866-756-8747

When Recorded Return To: JPMorgan Chase Bank, NA, C/O Nationwide Title Clearing, LLC 2100 Alt. 19 North,  
Palm Harbor, FL 34683

JPCAS WAMU [REDACTED]

RP-2023-244004

RP-2023-244004

RP-2023-244004

# Pages 2

06/30/2023 10:49 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$18.00

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

Chase (Mail Code LA4-6953)  
700 Kansas Lane  
Monroe, LA 71203  
For Undeliverable Mail Only

USPS CERTIFIED MAIL™

9214 8901 0754 4625 8451 87

VIOLA J CUMMINGS  
2209 ISABELLA ST  
HOUSTON TX 77004

Unofficial Copy Office of Marilyn Burgess District Clerk

Chase (Mail Code OH4-7399)  
P.O. Box 183205  
Columbus, OH 43218  
For Undeliverable Mail Only



05/26/2023

VIOLA J CUMMINGS  
2209 ISABELLA ST  
HOUSTON, TX 77004

**Please read this important information about the status of your loan**

Account: [REDACTED] (the "loan")  
Property Address: 2209 ISABELLA ST  
HOUSTON, TX 77004 (the "property")

Dear VIOLA J CUMMINGS:

We want you to be aware of the next steps that will occur if your loan is not brought up to date by 06/30/2023. We understand this may be a difficult time and want you to know that we're here to help if you're having trouble making your payment. Please read this letter carefully and call us at 1-800-848-9380 if you have questions.

**Acceleration Warning (Notice of Intent to Foreclose)**

Under the terms of your loan agreement, mortgage or deed of trust (Security Instrument) securing your loan, we (JPMorgan Chase Bank, N.A. or Chase) are notifying you of the following

1. Your loan is in default because we haven't received the required monthly payments starting with the payment due 03/05/2023
2. As of 05/26/2023, the total amount past due is \$29,180.65  
This includes total past due monthly payments of principal, interest and escrow (if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents. The past-due amount is detailed below  
If applicable, you may be responsible for additional escrow amounts that Chase may pay from the date of this letter. If you have questions about the amounts detailed below, please call us as soon as possible

Total Monthly Payments	\$5,601.03
Late Fees	\$45.00

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Reviewer ID: Heather\_Rose\_2024-01-22\_11:00:35



NSF Fees:	\$0.00
Other Fees: <sup>1</sup>	\$0.00
Advances: <sup>1</sup>	\$23,534.62
Amount Held in Suspense:	\$0.00

<sup>1</sup> Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter. This may include taxes, insurance, inspection fees, and other fees and charges, as permitted by applicable law.

If you disagree with the past-due amount listed above, or if you believe your loan is current, please call us.

3. **Action required to cure the default:** You must pay the total monthly payments minus suspense \$5,601.03 by 06/30/2023 in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be paid under the terms of your loan documents.
4. **Here's what will happen if you fail to cure the default on or before 06/30/2023**
  - We will require payment of your loan balance in full (accelerate the maturity of the loan by declaring all sums secured by the Security Instrument immediately due and payable).
  - Close (terminate) your credit line if the loan provides for revolving advances
  - Begin foreclosure proceedings and sell the property. If this happens, we may be entitled to collect expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law
- 5 You have the right to reinstate after acceleration of the loan and the right to bring a court action to assert the nonexistence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above due to additional fees and charges that we are entitled to collect under the loan, including attorney fees related to any foreclosure action we initiate
- 6 Please note a foreclosure action may not be initiated until your loan is at least 121 days past due, and you have been sent this notice
- 7 **Important information for Rural Housing Service - Guaranteed Loans**  
The Rural Housing Service may reimburse us (pay us a loss claim) if the default is not cured by the date referenced above and the account is referred to foreclosure. You may be responsible for repaying this claim to the Rural Housing Service. If your personal liability for this account has not been discharged in a bankruptcy, the Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts due. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as Social Security benefits to be reduced or "offset" in order to repay the outstanding debt
- 8 **Here's information on how to make your payment of \$5,601.03**
  - Visit [chase.com/WaysToPay](https://chase.com/WaysToPay) for information on making online payments
  - Call us to make your payment over the phone, free of charge
  - Make your payment at a Chase branch
  - Mail your payment to one of the addresses below

Regular Mail: CHASE  
PO BOX 78420  
PHOENIX, AZ 85062-8420

Overnight Mail: CHASE  
PO BOX 78420 3137 EAST ELWOOD STREET, SUITE 130  
PHOENIX, AZ 85034-7225

If we have received six insufficient funds (NSF) payments in the last six months, certified funds are required and payments must be received by mail or in a Chase branch

Except as required by law, we are not required to accept less than the full amount owed. If we receive less than the full amount owed, we may apply it to your loan without waiving any default or waiving our right to accelerate the loan and begin foreclosure proceedings

9. **Assert and protect your rights as a member of the armed forces of the United States.** If you or your spouse is serving on active Military duty, including active Military duty as a member of the Texas National Guard, a member of the National Guard of another state, or a member of a reserve component of the armed forces of the United States, please send written notice of the active Military service using the contact information below.

Mail: Chase  
Attn: SCRA Request  
P.O. Box 183240  
Columbus, OH 43218-3240

Fax: 1-888-890-6803; it's free from any Chase branch

Email: Send us a secure message by signing in to your account at [chase.com](https://chase.com)

10. **Assistance options may be available to help you.** We have a variety of homeowner assistance options that might help you keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380
11. **We may complete property inspections while the loan remains in default.** Property inspections may be done to determine the property condition, occupancy status and possibly your plans for curing the default and paying this loan on time. Any costs incurred by us may be added to the amount you now owe if permitted by your loan documents or applicable law

JPMorgan Chase Bank, N.A. is the mortgage servicer for your loan and is the duly authorized agent for loan servicing administration for its principal and the investor of your loan, JPMorgan Chase Bank, National Association, pursuant to a written agreement. All notices, payments, correspondence, and other communications regarding your real estate loan should continue to be directed to Chase

#### Here's where to look for help

You can find additional resources below to help you with your mortgage

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673)
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287, or 1-800-877-8339 for TTY services, or go to [hud.gov](https://hud.gov) and, under the "Resources" tab, select "Foreclosure Avoidance Counseling."

If you have questions, please call us Monday through Friday from 8 a.m. to 10 p.m., and Saturday from 8 a.m. to 5 p.m. Eastern Time. We accept operator relay calls

Sincerely,

Chase  
1-800-848-9380  
chase.com

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380, de lunes a viernes de 8 a.m. a 10 p.m., y sábados de 8 a.m. a 5 p.m., hora del Este

### Important Legal Information

#### **We are a debt collector**

This is an attempt to collect a debt and any information obtained will be used for that purpose. However, 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 with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we may still have rights under the security instrument, including the right to foreclose on the property.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

#### **Information for Servicemembers and their dependents**

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. This includes protection from foreclosure or eviction, and in some cases, interest rate benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. Although Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments, some states allow for a payment deferral if certain conditions are met.

For more information, please call Chase Military Services at 1-877-469-0110



Chase (Mail Code LA4-6953)  
700 Kansas Lane  
Monroe, LA 71203  
For Undeliverable Mail Only

USPS CERTIFIED MAIL™

9214 8901 0754 4625 8451 56

VIOLA J CUMMINGS  
PO BOX 331173  
HOUSTON TX 77233-1173

Unofficial Copy Office of Marilyn Burgess District Clerk

Chase (Mail Code OH4-7399)  
P.O. Box 183205  
Columbus, OH 43218  
For Undeliverable Mail Only



05/26/2023

VIOLA J CUMMINGS  
PO BOX 331173  
HOUSTON, TX 77233-1173

**Please read this important information about the status of your loan**

Account: [REDACTED] (the "loan")  
Property Address: 2209 ISABELLA ST  
HOUSTON, TX 77004 (the "property")

Dear VIOLA J CUMMINGS:

We want you to be aware of the next steps that will occur if your loan is not brought up to date by 06/30/2023. We understand this may be a difficult time and want you to know that we're here to help if you're having trouble making your payment. Please read this letter carefully and call us at 1-800-848-9380 if you have questions

**Acceleration Warning (Notice of Intent to Foreclose)**

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1. **Your loan is in default** because we haven't received the required monthly payments starting with the payment due 03/05/2023
2. **As of 05/26/2023, the total amount past due is \$29,180.65**  
This includes total past due monthly payments of principal, interest and escrow (if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents. The past-due amount is detailed below  
If applicable, you may be responsible for additional escrow amounts that Chase may pay from the date of this letter. If you have questions about the amounts detailed below, please call us as soon as possible

Total Monthly Payments	\$5,601.03
Late Fees	\$45.00

**This is an attempt to collect a debt and any information obtained will be used for that purpose**

Reviewer ID: Heather\_Rose\_2024-01-22\_11:00:35

NSF Fees:	\$0.00
Other Fees: <sup>1</sup>	\$0.00
Advances: <sup>1</sup>	\$23,534.62
Amount Held in Suspense:	\$0.00

<sup>1</sup> Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter. This may include taxes, insurance, inspection fees, and other fees and charges, as permitted by applicable law.

If you disagree with the past-due amount listed above, or if you believe your loan is current, please call us.

3. **Action required to cure the default:** You must pay the total monthly payments minus suspense \$5,601.03 by 06/30/2023 in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be paid under the terms of your loan documents.
4. **Here's what will happen if you fail to cure the default on or before 06/30/2023**
  - We will require payment of your loan balance in full (accelerate the maturity of the loan by declaring all sums secured by the Security Instrument immediately due and payable).
  - Close (terminate) your credit line if the loan provides for revolving advances
  - Begin foreclosure proceedings and sell the property. If this happens, we may be entitled to collect expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law
- 5 You have the right to reinstate after acceleration of the loan and the right to bring a court action to assert the nonexistence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above due to additional fees and charges that we are entitled to collect under the loan, including attorney fees related to any foreclosure action we initiate
- 6 Please note a foreclosure action may not be initiated until your loan is at least 121 days past due, and you have been sent this notice
- 7 **Important information for Rural Housing Service - Guaranteed Loans**  
The Rural Housing Service may reimburse us (pay us a loss claim) if the default is not cured by the date referenced above and the account is referred to foreclosure. You may be responsible for repaying this claim to the Rural Housing Service. If your personal liability for this account has not been discharged in a bankruptcy, the Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts due. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as Social Security benefits to be reduced or "offset" in order to repay the outstanding debt
- 8 **Here's information on how to make your payment of \$5,601.03**
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  - Call us to make your payment over the phone, free of charge
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  - Mail your payment to one of the addresses below

Regular Mail: CHASE  
PO BOX 78420  
PHOENIX, AZ 85062-8420

Overnight Mail: CHASE  
PO BOX 78420 3137 EAST ELWOOD STREET, SUITE 130  
PHOENIX, AZ 85034-7225

If we have received six insufficient funds (NSF) payments in the last six months, certified funds are required and payments must be received by mail or in a Chase branch

Except as required by law, we are not required to accept less than the full amount owed. If we receive less than the full amount owed, we may apply it to your loan without waiving any default or waiving our right to accelerate the loan and begin foreclosure proceedings

9. **Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active Military duty, including active Military duty as a member of the Texas National Guard, a member of the National Guard of another state, or a member of a reserve component of the armed forces of the United States, please send written notice of the active Military service using the contact information below.**

**Mail:** Chase  
Attn: SCRA Request  
P.O. Box 183240  
Columbus, OH 43218-3240

**Fax:** 1-888-890-6803; it's free from any Chase branch

**Email:** Send us a secure message by signing in to your account at [chase.com](https://chase.com)

10. **Assistance options may be available to help you. We have a variety of homeowner assistance options that might help you keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380**
11. **We may complete property inspections while the loan remains in default. Property inspections may be done to determine the property condition, occupancy status and possibly your plans for curing the default and paying this loan on time. Any costs incurred by us may be added to the amount you now owe if permitted by your loan documents or applicable law**

JPMorgan Chase Bank, N.A. is the mortgage servicer for your loan and is the duly authorized agent for loan servicing administration for its principal and the investor of your loan, JPMorgan Chase Bank, National Association, pursuant to a written agreement. All notices, payments, correspondence, and other communications regarding your real estate loan should continue to be directed to Chase

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If you have questions, please call us Monday through Friday from 8 a.m. to 10 p.m., and Saturday from 8 a.m. to 5 p.m. Eastern Time. We accept operator relay calls

Sincerely,

Chase  
1-800-848-9380  
chase.com

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380, de lunes a viernes de 8 a.m. a 10 p.m., y sábados de 8 a.m. a 5 p.m., hora del Este

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If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

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If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. This includes protection from foreclosure or eviction, and in some cases, interest rate benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. Although Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments, some states allow for a payment deferral if certain conditions are met.

For more information, please call Chase Military Services at 1-877-469-0110





**USPS CERTIFIED MAIL™**

9214 8901 0754 4625 8451 63

ROBERT L CUMMINGS  
2209 ISABELLA ST  
HOUSTON TX 77004

Chase (Mail Code OH4-7399)  
P.O. Box 183205  
Columbus, OH 43218  
For Undeliverable Mail Only



05/26/2023

ROBERT L CUMMINGS  
2209 ISABELLA ST  
HOUSTON, TX 77004

**Please read this important information about the status of your loan**

Account: [REDACTED] (the "loan")  
Property Address: 2209 ISABELLA ST  
HOUSTON, TX 77004 (the "property")

Dear ROBERT L CUMMINGS:

We want you to be aware of the next steps that will occur if your loan is not brought up to date by 06/30/2023. We understand this may be a difficult time and want you to know that we're here to help if you're having trouble making your payment. Please read this letter carefully and call us at 1-800-848-9380 if you have questions.

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Under the terms of your loan agreement, mortgage or deed of trust (Security Instrument) securing your loan, we (JPMorgan Chase Bank, N.A. or Chase) are notifying you of the following

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This includes total past due monthly payments of principal, interest and escrow (if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents. The past-due amount is detailed below. If applicable, you may be responsible for additional escrow amounts that Chase may pay from the date of this letter. If you have questions about the amounts detailed below, please call us as soon as possible.

Total Monthly Payments	\$5,601.03
Late Fees	\$45.00

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Reviewer ID: Heather\_Rose\_2024-01-22\_11:00:35

NSF Fees:	\$0.00
Other Fees: <sup>1</sup>	\$0.00
Advances: <sup>1</sup>	\$23,534.62
Amount Held in Suspense:	\$0.00

<sup>1</sup> Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

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If you disagree with the past-due amount listed above, or if you believe your loan is current, please call us.

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If you have questions, please call us Monday through Friday from 8 a.m. to 10 p.m., and Saturday from 8 a.m. to 5 p.m. Eastern Time. We accept operator relay calls

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1-800-848-9380  
chase.com

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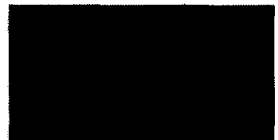
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Chase (Mail Code LA4-6953)  
700 Kansas Lane  
Monroe, LA 71203  
For Undeliverable Mail Only

USPS CERTIFIED MAIL™

9214 8901 0754 4625 8451 70

ROBERT L CUMMINGS  
PO BOX 331173  
HOUSTON TX 77233-1173

Unofficial Copy Office of Marilyn Burgess District Clerk

Chase (Mail Code OH4-7399)  
P.O. Box 183205  
Columbus, OH 43218  
For Undeliverable Mail Only



05/26/2023

ROBERT L CUMMINGS  
PO BOX 331173  
HOUSTON, TX 77233-1173

**Please read this important information about the status of your loan**

Account: [REDACTED] (the "loan")  
Property Address: 2209 ISABELLA ST  
HOUSTON, TX 77004 (the "property")

Dear ROBERT L CUMMINGS:

We want you to be aware of the next steps that will occur if your loan is not brought up to date by 06/30/2023. We understand this may be a difficult time and want you to know that we're here to help if you're having trouble making your payment. Please read this letter carefully and call us at 1-800-848-9380 if you have questions

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Total Monthly Payments	\$5,601.03
Late Fees	\$45.00

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Reviewer ID: Heather\_Rose\_2024-01-22\_11:00:35

NSF Fees:	\$0.00
Other Fees: <sup>1</sup>	\$0.00
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Chase (Mail Code LAA-6953)  
700 Kansas Lane  
Monroe, LA 71203  
For Undeliverable Mail Only

USPS CERTIFIED MAIL™

9214 8901 0754 4625 8451 87

VIOLA J CUMMINGS  
2209 ISABELLA ST  
HOUSTON TX 77004

Unofficial Copy Office of Marilyn Burgess District Clerk

Chase (Mail Code OH4-7399)  
P.O. Box 183205  
Columbus, OH 43218  
For Undeliverable Mail Only



05/26/2023

VIOLA J CUMMINGS  
2209 ISABELLA ST  
HOUSTON, TX 77004

**Please read this important information about the status of your loan**

Account: [REDACTED] (the "loan")  
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  - Close (terminate) your credit line if the loan provides for revolving advances
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5. You have the right to reinstate after acceleration of the loan and the right to bring a court action to assert the nonexistence of a default, or any other defense to acceleration, foreclosure, and sale. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above due to additional fees and charges that we are entitled to collect under the loan, including attorney fees related to any foreclosure action we initiate
6. Please note a foreclosure action may not be initiated until your loan is at least 121 days past due, and you have been sent this notice
7. **Important information for Rural Housing Service - Guaranteed Loans**  
The Rural Housing Service may reimburse us (pay us a loss claim) if the default is not cured by the date referenced above and the account is referred to foreclosure. You may be responsible for repaying this claim to the Rural Housing Service. If your personal liability for this account has not been discharged in a bankruptcy, the Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts due. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as Social Security benefits to be reduced or "offset" in order to repay the outstanding debt
8. **Here's information on how to make your payment of \$5,601.03**
  - Visit [chase.com/WaysToPay](https://chase.com/WaysToPay) for information on making online payments
  - Call us to make your payment over the phone, free of charge
  - Make your payment at a Chase branch
  - Mail your payment to one of the addresses below

Regular Mail: CHASE  
PO BOX 78420  
PHOENIX, AZ 85062-8420

Overnight Mail: CHASE  
PO BOX 78420 3137 EAST ELWOOD STREET, SUITE 130  
PHOENIX, AZ 85034-7225

If we have received six insufficient funds (NSF) payments in the last six months, certified funds are required and payments must be received by mail or in a Chase branch

Except as required by law, we are not required to accept less than the full amount owed. If we receive less than the full amount owed, we may apply it to your loan without waiving any default or waiving our right to accelerate the loan and begin foreclosure proceedings

9. **Assert and protect your rights as a member of the armed forces of the United States.** If you or your spouse is serving on active Military duty, including active Military duty as a member of the Texas National Guard, a member of the National Guard of another state, or a member of a reserve component of the armed forces of the United States, please send written notice of the active Military service using the contact information below.

Mail: Chase  
Attn: SCRA Request  
P.O. Box 183240  
Columbus, OH 43218-3240

Fax: 1-888-890-6803; it's free from any Chase branch

Email: Send us a secure message by signing in to your account at [chase.com](https://chase.com)

10. **Assistance options may be available to help you.** We have a variety of homeowner assistance options that might help you keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380
11. **We may complete property inspections while the loan remains in default.** Property inspections may be done to determine the property condition, occupancy status and possibly your plans for curing the default and paying this loan on time. Any costs incurred by us may be added to the amount you now owe if permitted by your loan documents or applicable law

JPMorgan Chase Bank, N.A. is the mortgage servicer for your loan and is the duly authorized agent for loan servicing administration for its principal and the investor of your loan, JPMorgan Chase Bank, National Association, pursuant to a written agreement. All notices, payments, correspondence, and other communications regarding your real estate loan should continue to be directed to Chase

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If you have questions, please call us Monday through Friday from 8 a.m. to 10 p.m., and Saturday from 8 a.m. to 5 p.m. Eastern Time. We accept operator relay calls

Sincerely,

Chase  
1-800-848-9380  
chase.com

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

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If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

#### **Information for Servicemembers and their dependents**

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. This includes protection from foreclosure or eviction, and in some cases, interest rate benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. Although Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments, some states allow for a payment deferral if certain conditions are met.

For more information, please call Chase Military Services at 1-877-469-0110



Chase (Mail Code LA4-6953)  
700 Kansas Lane  
Monroe, LA 71203  
For Undeliverable Mail Only

USPS CERTIFIED MAIL™

9214 8901 0754 4625 8451 56

VIOLA J CUMMINGS  
PO BOX 331173  
HOUSTON TX 77233-1173

Unofficial Copy Office of Marilyn Burgess District Clerk



Chase (Mail Code OH4-7399)  
P.O. Box 183205  
Columbus, OH 43218  
For Undeliverable Mail Only



05/26/2023

VIOLA J CUMMINGS  
PO BOX 331173  
HOUSTON, TX 77233-1173

**Please read this important information about the status of your loan**

Account: [REDACTED] (the "loan")  
Property Address: 2209 ISABELLA ST  
HOUSTON, TX 77004 (the "property")

Dear VIOLA J CUMMINGS:

We want you to be aware of the next steps that will occur if your loan is not brought up to date by 06/30/2023. We understand this may be a difficult time and want you to know that we're here to help if you're having trouble making your payment. Please read this letter carefully and call us at 1-800-848-9380 if you have questions.

**Acceleration Warning (Notice of Intent to Foreclose)**

Under the terms of your loan agreement, mortgage or deed of trust (Security Instrument) securing your loan, we (JPMorgan Chase Bank, N.A. or Chase) are notifying you of the following

1. Your loan is in default because we haven't received the required monthly payments starting with the payment due 03/05/2023
2. As of 05/26/2023, the total amount past due is \$29,180.65  
This includes total past due monthly payments of principal, interest and escrow (if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents. The past-due amount is detailed below. If applicable, you may be responsible for additional escrow amounts that Chase may pay from the date of this letter. If you have questions about the amounts detailed below, please call us as soon as possible.

Total Monthly Payments	\$5,601.03
Late Fees	\$45.00

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Reviewer ID: Heather\_Rose\_2024-01-22\_11:00:35

NSF Fees:	\$0.00
Other Fees: <sup>1</sup>	\$0.00
Advances: <sup>1</sup>	\$23,534.62
Amount Held in Suspense:	\$0.00

<sup>1</sup> Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered.

You are also responsible for paying any amounts that become due from the date of this letter. This may include taxes, insurance, inspection fees, and other fees and charges, as permitted by applicable law.

If you disagree with the past-due amount listed above, or if you believe your loan is current, please call us.

3. **Action required to cure the default:** You must pay the total monthly payments minus suspense \$5,601.03 by 06/30/2023 in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be paid under the terms of your loan documents.
4. **Here's what will happen if you fail to cure the default on or before 06/30/2023**
  - We will require payment of your loan balance in full (accelerate the maturity of the loan by declaring all sums secured by the Security Instrument immediately due and payable).
  - Close (terminate) your credit line if the loan provides for revolving advances
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Chase (Mail Code OH4-7399)  
P.O. Box 183205  
Columbus, OH 43218  
For Undeliverable Mail Only



05/26/2023

ROBERT L CUMMINGS  
2209 ISABELLA ST  
HOUSTON, TX 77004

**Please read this important information about the status of your loan**

Account: [REDACTED] (the "loan")  
Property Address: 2209 ISABELLA ST  
HOUSTON, TX 77004 (the "property")

Dear ROBERT L CUMMINGS:

We want you to be aware of the next steps that will occur if your loan is not brought up to date by 06/30/2023. We understand this may be a difficult time and want you to know that we're here to help if you're having trouble making your payment. Please read this letter carefully and call us at 1-800-848-9380 if you have questions.

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Total Monthly Payments	\$5,601.03
Late Fees	\$45.00

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Reviewer ID: Heather\_Rose\_2024-01-22\_11:00:35

NSF Fees:	\$0.00
Other Fees: <sup>1</sup>	\$0.00
Advances: <sup>1</sup>	\$23,534.62
Amount Held in Suspense:	\$0.00

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700 Kansas Lane  
Monroe, LA 71203  
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USPS CERTIFIED MAIL™

9214 8901 0754 4625 8451 70

ROBERT L CUMMINGS  
PO BOX 331173  
HOUSTON TX 77233-1173

Unofficial Copy Office of Marilyn Burgess District Clerk

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05/26/2023

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Reviewer ID: Heather\_Rose\_2024-01-22\_11:00:35

Certified Article [REDACTED]

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6. Please note a foreclosure action may not be initiated until your loan is at least 121 days past due, and you have been sent this notice
7. **Important information for Rural Housing Service - Guaranteed Loans**  
The Rural Housing Service may reimburse us (pay us a loss claim) if the default is not cured by the date referenced above and the account is referred to foreclosure. You may be responsible for repaying this claim to the Rural Housing Service. If your personal liability for this account has not been discharged in a bankruptcy, the Rural Housing Service may use all options, including those under the Debt Collection Improvement Act (DCIA) to recover the full amounts due. The DCIA provides for the collection of outstanding federal debts through the Treasury Offset Program which allows federal payments such as Social Security benefits to be reduced or "offset" in order to repay the outstanding debt
8. **Here's information on how to make your payment of \$5,601.03**
  - Visit [chase.com/WaysToPay](https://chase.com/WaysToPay) for information on making online payments
  - Call us to make your payment over the phone, free of charge
  - Make your payment at a Chase branch
  - Mail your payment to one of the addresses below

Regular Mail: CHASE  
PO BOX 78420  
PHOENIX, AZ 85062-8420

Overnight Mail: CHASE  
PO BOX 78420 3137 EAST ELWOOD STREET, SUITE 130  
PHOENIX, AZ 85034-7225

If we have received six insufficient funds (NSF) payments in the last six months, certified funds are required and payments must be received by mail or in a Chase branch

Except as required by law, we are not required to accept less than the full amount owed. If we receive less than the full amount owed, we may apply it to your loan without waiving any default or waiving our right to accelerate the loan and begin foreclosure proceedings

9. **Assert and protect your rights as a member of the armed forces of the United States.** If you or your spouse is serving on active Military duty, including active Military duty as a member of the Texas National Guard, a member of the National Guard of another state, or a member of a reserve component of the armed forces of the United States, please send written notice of the active Military service using the contact information below.

Mail: Chase  
Attn: SCRA Request  
P.O. Box 183240  
Columbus, OH 43218-3240

Fax: 1-888-890-6803; it's free from any Chase branch

Email: Send us a secure message by signing in to your account at [chase.com](https://chase.com)

10. **Assistance options may be available to help you.** We have a variety of homeowner assistance options that might help you keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 1-800-848-9380
11. **We may complete property inspections while the loan remains in default.** Property inspections may be done to determine the property condition, occupancy status and possibly your plans for curing the default and paying this loan on time. Any costs incurred by us may be added to the amount you now owe if permitted by your loan documents or applicable law

JPMorgan Chase Bank, N.A. is the mortgage servicer for your loan and is the duly authorized agent for loan servicing administration for its principal and the investor of your loan, JPMorgan Chase Bank, National Association, pursuant to a written agreement. All notices, payments, correspondence, and other communications regarding your real estate loan should continue to be directed to Chase

#### Here's where to look for help

You can find additional resources below to help you with your mortgage

- The Homeowners HOPE Hotline can take your call anytime at 1-888-995-HOPE (1-888-995-4673)
- The U.S. Department of Housing and Urban Development (HUD) has a list of agencies that offer free mortgage-assistance counseling. For a list of agencies, call HUD at 1-800-569-4287, or 1-800-877-8339 for TTY services, or go to [hud.gov](https://hud.gov) and, under the "Resources" tab, select "Foreclosure Avoidance Counseling."

If you have questions, please call us Monday through Friday from 8 a.m. to 10 p.m., and Saturday from 8 a.m. to 5 p.m. Eastern Time. We accept operator relay calls

Sincerely,

Chase  
1-800-848-9380  
chase.com

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-800-848-9380, de lunes a viernes de 8 a.m. a 10 p.m., y sábados de 8 a.m. a 5 p.m., hora del Este

### Important Legal Information

#### **We are a debt collector**

This is an attempt to collect a debt and any information obtained will be used for that purpose. However, 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 with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we may still have rights under the security instrument, including the right to foreclose on the property.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

#### **Information for Servicemembers and their dependents**

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. This includes protection from foreclosure or eviction, and in some cases, interest rate benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. Although Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments, some states allow for a payment deferral if certain conditions are met.

For more information, please call Chase Military Services at 1-877-469-0110



ALERT: ON NOVEMBER 8, 2023, THE TRACKING APPLICATION WILL BE UNAVAILABLE FOR A ...

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## Latest Update

Your item has been delivered to an agent for final delivery in MONROE, LA 71203 on June 15, 2023 at 10:06 am.

**Get More Out of USPS Tracking:****USPS Tracking Plus®**

### Delivered to Agent

**Delivered to Agent for Final Delivery**

MONROE, LA 71203

June 15, 2023, 10:06 am

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**What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)****Text & Email Updates****Return Receipt Electronic****USPS Tracking Plus®****Product Information****See Less ^**

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Contact USPS Tracking support for further assistance.



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TX-23-99192-HE

Tracking Number:  
**9214890107544625845156**

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**Latest Update**

Your item was delivered at 9:18 am on May 30, 2023 in  
HOUSTON TX 77051

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 USPS Tracking Plus<sup>®</sup>

- **Delivered**  
**Delivered**  
HOUSTON TX 77051  
May 30, 2023, 9:18 am
- **Departed USPS Regional Destination Facility**  
NORTH HOUSTON TX DISTRIBUTION CENTER  
May 29, 2023, 9:49 pm
- **In Transit to Next Facility**  
May 29, 2023
- **Arrived at USPS Regional Destination Facility**  
NORTH HOUSTON TX DISTRIBUTION CENTER  
May 28, 2023, 8:39 am
- **Arrived at USPS Regional Facility**  
CORPELL TX DISTRIBUTION CENTER  
May 26, 2023, 10:45 pm
- **Pre-Shipment Info Sent to USPS, USPS Awaiting Item**  
May 26, 2023
- **Hide Tracking History**

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### Latest Update

Your item has been delivered to an agent for final delivery in MONROE, LA 71203 on June 15, 2023 at 10:06 am.

**Get More Out of USPS Tracking:****USPS Tracking Plus®**

### Delivered to Agent

**Delivered to Agent for Final Delivery**

MONROE, LA 71203

June 15, 2023, 10:06 am

[See All Tracking History](#)[Feedback](#)**What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)****Text & Email Updates****Return Receipt Electronic****USPS Tracking Plus®****Product Information**[See Less ^](#)

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## Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

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## Latest Update

Your item was delivered at 9:18 am on May 30, 2023 in HOUSTON, TX 77051.

**Get More Out of USPS Tracking:****USPS Tracking Plus®**

## Delivered

**Delivered**

HOUSTON, TX 77051

May 30, 2023, 9:18 am

[See All Tracking History](#)[Feedback](#)**What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)****Text & Email Updates****Return Receipt Electronic****USPS Tracking Plus®****Product Information****See Less ^**

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

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