

W.K. (Trey) Hoffman, Chairman
Anne-Marie McMichael, Vice Chair
Jarrad Bourger, Secretary
Jim Autenreith



Nathan Carroll
Brad Jones
Jerry Kent
Lucian Bukoswki, Alternate

Notice is Hereby Given of a Regular Meeting of the Planning and Zoning Commission of the Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, August 12, 2025, beginning at 7:00 PM. For the Purpose of Considering and Acting upon the Following Items of Business:

The meeting agenda and agenda packet are posted online at www.springvalleytx.com.

The video link to this meeting is <https://us02web.zoom.us/j/85384576912>

The public toll-free dial-in numbers to participate in the telephonic meeting are 1-346-248-7799 (Houston), 1-253-215-8782 (US), and 1-301-715-8592 (US); enter the Meeting ID: 853 8457 6912 and #.

The public will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting.

An audio recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. APPROVAL OF MEETING MINUTES

2.1 Minutes for Regular Called Planning and Zoning Meeting on June 10, 2025.

3. NEW BUSINESS

3.1 CONDUCT A PUBLIC HEARING CONCERNING: A PRELIMINARY REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

1. Presentation
2. Those In Favor
3. Those Opposed
4. Adjourn Public Hearing

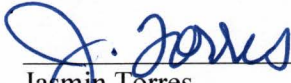
3.2 CONSIDERATION AND POSSIBLE ACTION CONCERNING: A PRELIMINARY REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO

2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING
A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG.
10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY
ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN
AS 1318 MODISTE ST.

4. ADJOURNMENT

Posted this the 7th day of August 2025 at 5:00 p.m. pursuant to the Open Meetings Act, Chapter
551, Texas Government Code.

Attest:


Jasmin Torres
City Secretary



In compliance with the Americans with Disabilities Act, this facility is wheelchair accessible
and accessible parking spaces are available. To better serve attendees, requests for
accommodations or interpretive services should be made 48 hours prior to this meeting. Please
contact the City Secretary's office at 713-465-8308, Fax 713-461-7969, or [Email Jasmin Torres](#)
for further information.

Planning & Zoning Commission Meeting Minutes
City of Spring Valley Village
Tuesday, June 10, 2025

1. The Planning & Zoning commission meeting was called to order by Chairman Trey Hoffman at 7:00 p.m. in the Council Chambers of City Hall, 1025 Campbell Road, Houston, Texas.

Planning & Zoning Members present at City Hall:

- Trey Hoffman, Chairman
- Jerry Kent
- Jarrad Bourger (arrived at 7:01 p.m.)
- Nathan Carroll
- Jim Autenreith

A quorum was present.

City Officials present:

- Jasmin Torres, City Secretary
- Philip J. Boedeker, City Attorney
- Jose Gomez, Development Services Manager
- John McDonald, City Administrator

2. Approval of meeting minutes for the regular Planning and Zoning meeting on January 14, 2025

Jerry Kent made the motion to approve the minutes. Jim Autenreith seconded the motion. The motion carried 5 to 0.

3. NEW BUSINESS

3.1 CONDUCT A PUBLIC HEARING CONCERNING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 12, PLANNING AND ZONING, SECTION SIX-PAD, PLANNED AREA DEVELOPMENT DISTRICT, 06P:08.05, PERMITTED USE LIST, TO ADD THE PERMITTED USE OF OFF-SITE SURFACE PARKING AND OFF-SITE ADVERTISEMENT; PROVIDING FOR SEVERABILITY; AND

PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Chairman Hoffman opened the public hearing at 7:04 p.m. Jose Gomez presented opening remarks regarding the proposed amendment.

Frost Murphy (Elite MMA owner) described need for additional parking and visible signage.

Tim Blanson (8402 Raylin Drive): Urged consideration of revenue-generating uses rather than parking/signage only.

Dr. Pedro Aguero's office business representative (Williams, from address 9190 Katy Fwy Ste 102) asked question of clarification regarding the amendment.

Amy Winstead (8417 Raylin) also spoke regarding scope of amendment.

Chairman Hoffman closed the public hearing at 7:12 p.m.

3.2 CONSIDERATION AND POSSIBLE ACTION CONCERNING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 12, PLANNING AND ZONING, SECTION SIX-PAD, PLANNED AREA DEVELOPMENT DISTRICT, 06P:08.05, PERMITTED USE LIST, TO ADD THE PERMITTED USE OF OFF-SITE SURFACE PARKING AND OFF-SITE ADVERTISEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

The commission discussed alternative avenues (specific-use permit vs. PAD amendment) Jerry Kent made a motion to reject the proposal, and Nathan Carroll seconded the motion. The motion carried 5 to 0.

3.3 INPUT AND DISCUSSION CONCERNING: Possible amendments to the City of Spring Valley Village Code of Ordinances; Chapter 3, Building and Construction; Article 3.1000, Building and Construction, Urban Forest Preservation and Protection.

Chairman Hoffman opened the discussion among the commission, city staff, and residents present regarding existing tree-protection provisions and challenges seen in new residential developments.

4. ANNOUNCEMENTS

Chairman Hoffman announced receipt of Patrick Johnson's resignation from the commission; Nathan Carroll has been recommended to fill that vacancy, pending mayoral appointment.

5. ADJOURNMENT

A motion to adjourn was made by Commissioner Kent and seconded by Commissioner Autenreith. The meeting was adjourned at 8:43 p.m.

Signed: _____

Trey Hoffman, Chairman

Attest: _____

Jarrad Bourger, Secretary



**Spring Valley Village Planning and
Zoning Commission
Agenda Item Data Sheet**

MEETING DATE:	August 12, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	CONDUCT A PUBLIC HEARING CONCERNING: A PRELIMINARY REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST. 1. Presentation 2. Those In Favor 3. Those Opposed 4. Adjourn Public Hearing

BACKGROUND:	Probstfeld & Associates submitted a replat application on behalf of the property owner, Castille Investments, LLC, to reduce the 25-foot building line along Modiste Street to 15-feet. Under Chapter 12 Planning and Zoning, Section Five: Building and Use restrictions in Dwelling District "A", Section 05:02.03., Size and Area Requirements, 09.03. Side Building line setbacks, .09.03.02, Adjoining a local or collector street allows for the side building line setback to be not less than fifteen feet (15') on a corner lot. The proposed meets or exceeds the following Dwelling District "A" minimums: • Minimum lot area: 10,000 SF • Minimum lot width: 70 feet • Minimum lot depth: 120 feet Notice Information: Property Owners within 200 Feet: Notification Letters mailed: July 23, 2025 Legal Notice Published: July 23, 2025
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Notifications Signs Posted: July 28, 2025

ATTACHMENTS: 1318 MODISTE PKG FINAL, 1318 MODISTE ST Notice replat Res, 1318 Modiste St Replat Notice Labels, Public Hearing Notice - 1318 Modiste St Replat

FUNDING:	Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: This is a public hearing item. Action will be taken under the consideration of the replat.

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

June 4, 2025

Planning & Zoning Commission
City of Spring Valley Village
1025 Campbell Road
Houston, TX 77055

ATTENTION: PLANNING & ZONING COMMISSION

On behalf of our clients, **CASTILLE INVESTMENTS, LLC**, Probstfeld & Associates, Inc., respectfully requests a hearing **AUGUST 12, 2025 at 7:00 PM** at the City of Spring Valley Village, 1025 Campbell Road, Houston, Texas, 77055. We are seeking approval for the following:

**PRELIMINARY PLAT OF
SPRING OAKS SECTION 3
PARTIAL REPLAT NO 2**

A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND
BEING A REPLAT OF LOT 227, BLOCK 14 OF
SPRING OAKS SECTION 3
VOL. 41 PG. 10, H.C.M.R.
IN THE A. H. OSBORNE SURVEY
ABSTRACT NO. 610
HARRIS COUNTY, TEXAS

1 LOT 1 BLOCK NO RESERVE

REASON FOR REPLAT:

TO REVISE 25 FEET SIDE BUILDING LINE ALONG
MODISTE STREET TO 15 FEET

HCAD: 0805500000227

AT: 1318 Modiste Street ~ City of Spring Valley Village

LGL: Lot 227, Block 14, Spring Oaks Section 3

Please find attached a copy of the PRELIMINARY PLAT. If you have any questions or concerns, please feel free to contact me at 281.829.0034.

Sincerely,



MARIO F. COLINA, P.E.

Probstfeld & Associates, Inc.

Attachments: Copy PRELIMINARY PLAT



SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

Fees: Plat or Replat Application - \$500
Specific Use Permit Application - \$500
Planned Area Development District (PADD) Application - \$7,000
Amendment to Planned Area Development District (PADD) Application - \$1,000

Submittal Requirements Checklist:

Fifteen (15) packets, each one shall include all of the items listed below:

- ☒ Application
- ☒ Letter stating the applicant's reasons for request, the type of request, and other pertinent information
- ☒ Letter from property owner
- ☒ Proof of ownership
- ☒ Metes and bounds of the site and county slide number of plat (if recorded)
- ☒ Scale drawings, on 24" x 36" paper (1" = 100'), blue line/black line copies of plat, re-plat or amending plat, and a vicinity/key map
- ☐ A pdf of the entire packet submitted to secretary@springvalleytx.com

Subdivision / Development Name: Spring Oaks Section 3 Partial Replat No 2

Geographical Location: 1318 Modiste Street, S. of Raylin; W. of Tam Ct. & N. of Merlin Drive

(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

Is the location listed belong to a Homeowner's Association (HOA)? Yes / ☒ No (Circle One)

Name of Homeowner's Association: N/A

Have you received approval from the Homeowner's Association? Yes / No (Circle One)

Survey/Abstract No.: A.H. Osborne Survey / Abstract 610

Reason for Replat or Amending Plat: To revise 25 feet side building line along Modiste Street to 15 feet

Submittal Type:

- ☒ Preliminary Plat
- ☐ Final Plat
- ☐ Amending Plat
- ☐ Preliminary Replat
- ☐ Final Replat
- ☐ Specific Use Permit
- ☐ Specific Use Permit Amendment

Type of Plat:

- ☒ Single Family Residential
- ☐ Zero Lot Line Patio Homes
- ☐ Planned Area Development District
- ☐ Planned Area Development

___ Amendment to Planned Area Development

Plat/PADD Data:

Total Acreage: 0.2449 Typical Lot Size: 10,666 S.F.

Number Lots: 1 Number of Streets: N/A

Numbers and Types of Reserves: N/A Total Acres in Reserve: N/A

Zoning District: A

Applicant: Probstfeld & Associates, Inc.

Contact Name: Mario Colina, P.E.

Address: 515 Park Grove Drive, Suite 102, Katy TX 77450

Phone: 281-829-0034 Fax: 281-829-0233

Email: mario@probstfeld.com

Owner: Castille Investments, LLC

Contact Name: Chad J. Castille

Address: 9018 Elizabeth Road, Houston, TX 77055

Phone: 713-320-1050 Fax: _____

Email: ccastille@germer.com

Engineer or Planner: Probstfeld & Associates, Inc.

Contact Name: Mario Colina, P.E.

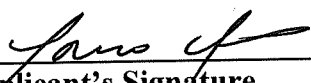
Address: 515 Park Grove Drive, Suite 102, Katy TX 77450

Phone: 281-829-0034 Fax: 281-829-0233

Email: _____

Authorization:

My signature below certifies that I am authorized to submit this application and that the information on the application is COMPLETE, TRUE, and CORRECT. **Furthermore, I understand that, in accordance with Chapter 9, Article 9.303 of the Spring Valley Village Code of Ordinances, I am responsible for all engineering fees incurred by the City.**


Applicant's Signature

5/14/25
Date

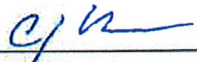
LETTER OF AFFIDAVIT

We, Castille Investments, LLC, do hereby give Probstfeld & Associates, Inc. and their authorized representative(s), the authority to act as an "AUTHORIZED AGENT" on our behalf in the platting process of the following property:

HCAD: 0805500000227

AT: 1318 Modiste Street, Houston TX 77055

LGL: Lot 227, Block 14, Spring Oaks Section 3

BY: 

DATE: 5-13-25

Chad Castille / Managing Member of Castille Investments, LLC
PRINT NAME

9018 Elizabeth Rd.
ADDRESS

Houston, TX, 77055
CITY/ STATE/ ZIP

713.320.1050
PHONE

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0805500000227

Tax Year: 2025

Print

Owner and Property Information								
Owner Name & Mailing Address: MONSEN STEPHEN N & SUZAN 1318 MODISTE ST HOUSTON TX 77055-4868				Legal Description: LT 227 BLK 14 SPRING OAKS SEC 3 1318 MODISTE ST HOUSTON TX 77055				
				Property Address: 1318 MODISTE ST HOUSTON TX 77055				
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map ^A
A1 -- Real, Residential, Single-Family	1001 -- Residential Improved	10,800 SF	2,223 SF	7813.04	25201	394 -- ISD 25 - Memorial Villages North of I-10	5058B	451W

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	04/21/2025	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2024 Rate	2025 Rate
Residential Homestead (Multiple)	025	SPRING BRANCH ISD	273,815	Not Certified	1.076400	
	040	HARRIS COUNTY	462,415	Not Certified	0.385290	
	041	HARRIS CO FLOOD CNTRL	462,415	Not Certified	0.048970	
	042	PORT OF HOUSTON AUTHY	462,415	Not Certified	0.006150	
	043	HARRIS CO HOSP DIST	462,415	Not Certified	0.163480	
	044	HARRIS CO EDUC DEPT	462,415	Not Certified	0.004799	
	080	CITY OF SPRING VALLEY	162,415	Not Certified	0.395000	
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations			
Value as of January 1, 2024		Value as of January 1, 2025	
	Market	Appraised	Market
Land	644,800		676,000
Improvement	15,200		36,077
Total	660,000	660,000	712,077

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	10,000	1.00	1.00	1.00	--	1.00	65.00	65.00	650,000.00
2	1001 -- Res Improved Table Value	SF3	SF	800	1.00	0.50	1.00	--	0.50	65.00	32.50	26,000.00

Building						
Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1955	Residential Single Family	Residential 1 Family	Good	2,223 *	Displayed
* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above <i>attached</i> garages is included in the square footage living area of the dwelling. Living area above <i>detached</i> garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.						

Building Data		Building Details (1)	
Element	Detail	Description	Area
Cost and Design	Econ Misimprovement	ONE STORY FRAME PRI	401
Foundation Type	Slab	BASE AREA PRI	1,822
Grade Adjustment	B-	OPEN FRAME PORCH PRI	260
Heating / AC	Central Heat/AC	FRAME GARAGE PRI	441
Physical Condition	Average	OPEN FRAME PORCH PRI	78
Exterior Wall	Shake Shingle		
Exterior Wall	Brick / Masonry		
Cond / Desir / Util	Average		
Element	Units		
Room: Total	6		
Room: Full Bath	3		
Room: Bedroom	4		

Harris Central Appraisal District



PUBLICATION DATE:
1/10/2025

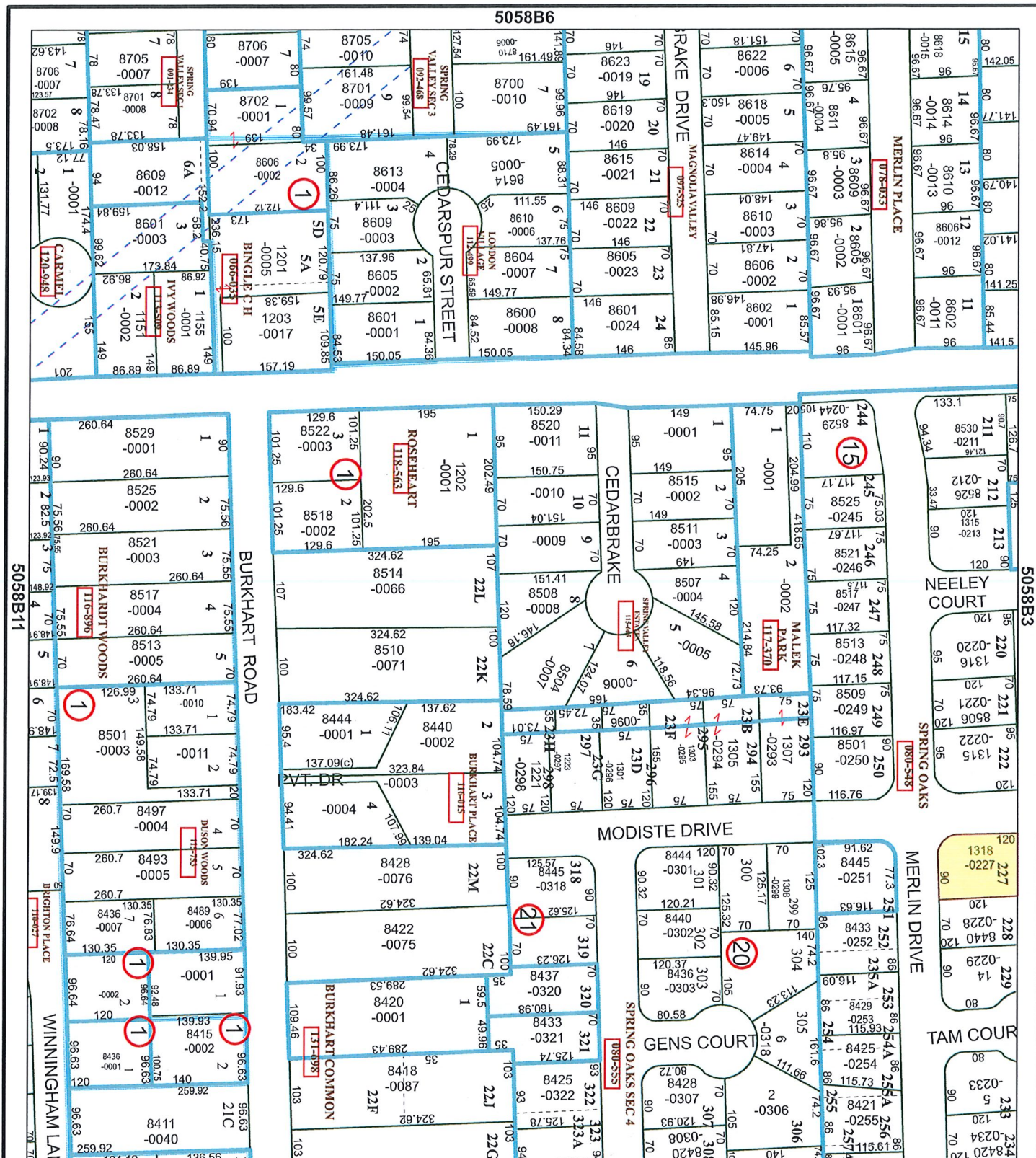
Geospatial or map data
maintained by the Harris
Central Appraisal District
is for informational purposes
and may not have been
prepared for or be suitable
for legal, engineering, or
surveying purposes. It
does not represent an
on-the-ground survey and
only represents the
approximate location of
property boundaries.



MAP LOCATION

1	2	3	4	1
5	6	7	8	5
9	10	11	12	9

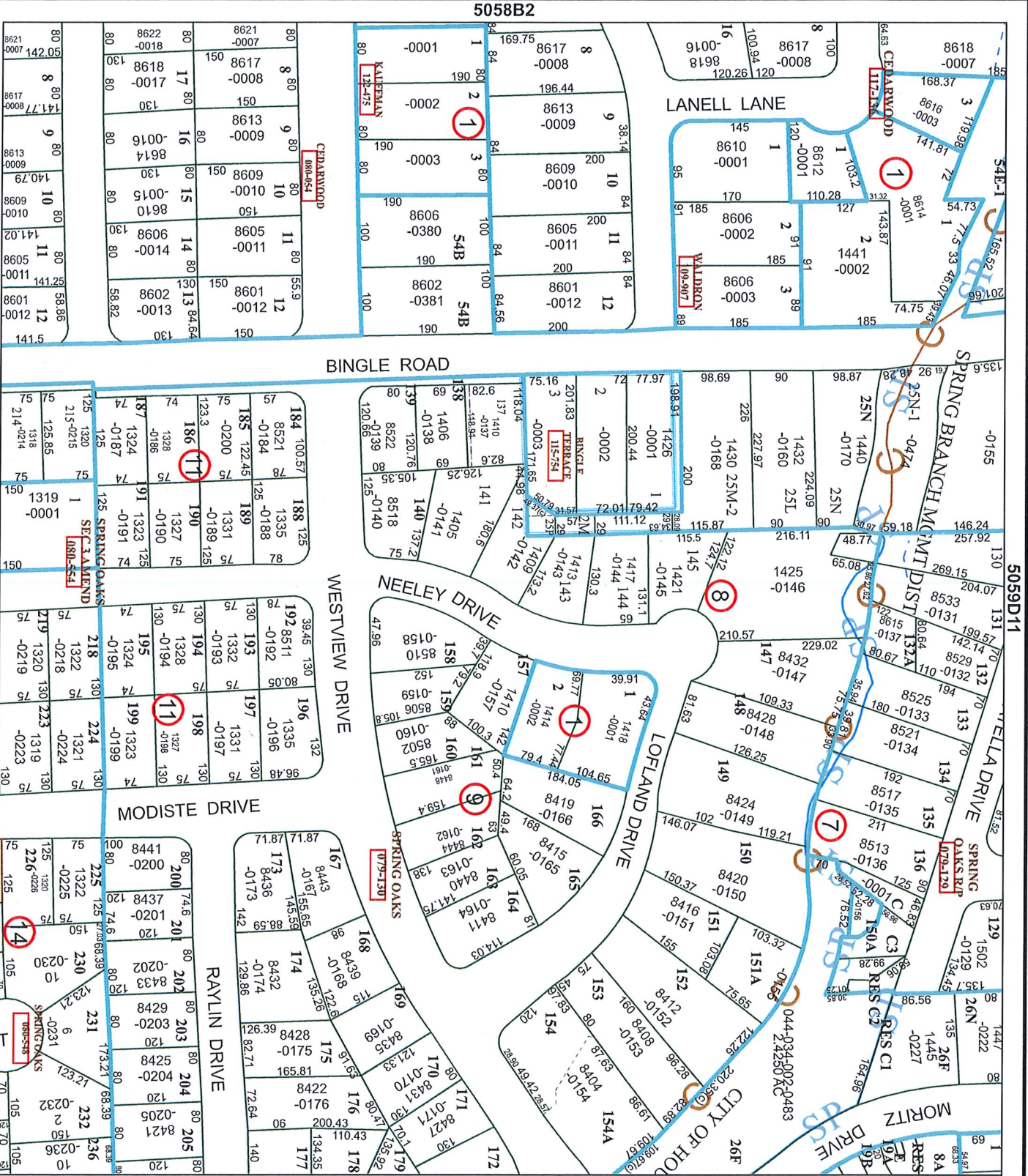
FACET
5058B7



5058B6

5058B3

5058B8



Harris Central Appraisal District



PUBLICATION DATE:
1/10/2025

Geospatial or map data maintained by the Harris Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.

MAP LOCATION



FACET
5058B37

9	10	11	12	9
1	2	3	4	1
5	6	7	8	5

ANNETTE RAMIREZ
TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
P.O. BOX 3547
HOUSTON, TEXAS 77253-3547
TEL: 713-274-8000



2024 Property Tax Statement
Web Statement

Statement Date:	May 7, 2025
Account Number	
080-550-000-0227	



MONSEN STEPHEN N & SUZAN
1318 MODISTE ST
HOUSTON TX 77055-4868

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	452,000	208,000	0.385290	\$801.40
Harris County Flood Control Dist	452,000	208,000	0.048970	\$101.86
Port of Houston Authority	452,000	208,000	0.006150	\$12.79
Harris County Hospital District	452,000	208,000	0.163480	\$340.04
Harris County Dept. of Education	452,000	208,000	0.004799	\$9.98

Property Description
1318 MODISTE ST 77055 LT 227 BLK 14 SPRING OAKS SEC 3 .2480 AC

Appraised Values	
Land - Market Value	644,800
Impr - Market Value	15,200
Total Market Value	660,000
Less Capped Mkt Value	0
Appraised Value	660,000

Exemptions/Deferrals
Residential Homestead (Multiple)

Page: 1 of 1	
Total 2024 Taxes Due By January 31, 2025:	\$1,266.07
Payments Applied To 2024 Taxes	\$1,266.07
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For May 2025	\$0.00

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2025	7%	\$0.00	\$0.00	\$0.00
By March 31, 2025	9%	\$0.00	\$0.00	\$0.00
By April 30, 2025	11%	\$0.00	\$0.00	\$0.00
By May 31, 2025	13%	\$0.00	\$0.00	\$0.00
By June 30, 2025	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2019 to 2024: Appraised Value 20%, Taxable Value -53%, Tax Rate -1%, Tax Bill -53%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



PAYMENT COUPON

MONSEN STEPHEN N & SUZAN
1318 MODISTE ST
HOUSTON TX 77055-4868

Account Number
080-550-000-0227
Amount Enclosed
\$ _____ . _____

Make check payable to:

Web Statement - Date Printed: 05-07-2025

IF YOU ARE 65 YEARS OF AGE OR OLDER OR
ARE DISABLED AND THE PROPERTY
DESCRIBED IN THIS DOCUMENT IS YOUR
RESIDENCE HOMESTEAD, YOU SHOULD
CONTACT THE APPRAISAL DISTRICT
REGARDING ANY ENTITLEMENT YOU MAY
HAVE TO A POSTPONEMENT IN THE
PAYMENT OF THESE TAXES.

ANNETTE RAMIREZ
TAX ASSESSOR-COLLECTOR
P.O. BOX 4622
HOUSTON, TEXAS 77210-4622

08055000002275 2024 000000000 000000000 000000000 000000000



ANNETTE RAMIREZ

Tax Assessor-Collector & Voter Registrar
www.hctax.net

May 15, 2025

Whom It May Concern:

Please be advised that the name SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 is not the name of any subdivision recorded in the subdivision records Harris County Texas, as maintained by the Harris County Appraisal District and the Office of Harris County Tax Assessor-Collector.

Veronica Hernandez

Office of Ann Harris Bennett
Tax Assessor-Collector
Harris County, Texas

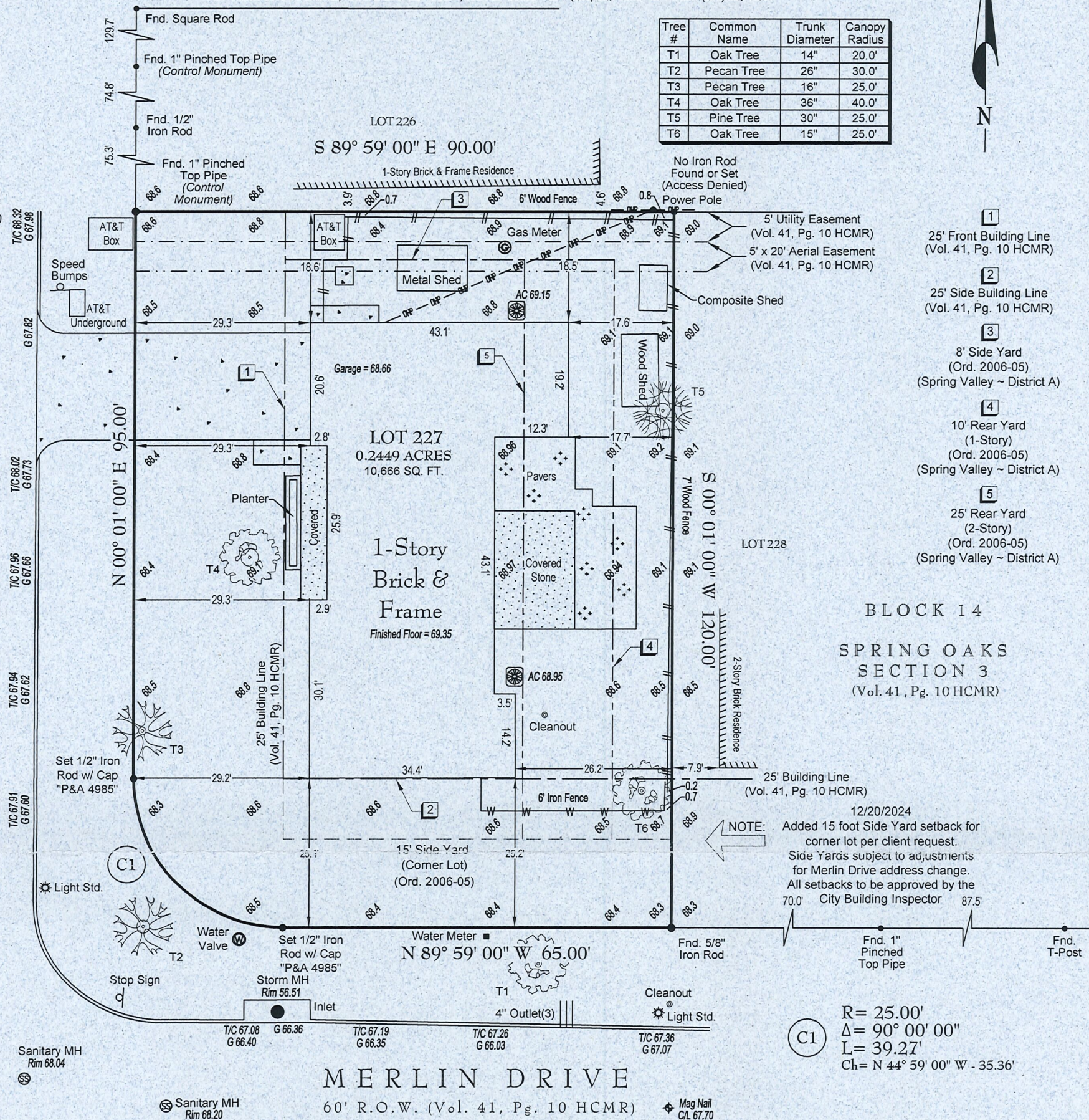
PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE, SUITE 102 ▲ KATY, TEXAS 77450 ▲ (281) 829-0034 ▲ FAX (281) 829-0233

Tree #	Common Name	Trunk Diameter	Canopy Radius
T1	Oak Tree	14"	20.0'
T2	Pecan Tree	26"	30.0'
T3	Pecan Tree	16"	25.0'
T4	Oak Tree	36"	40.0'
T5	Pine Tree	30"	25.0'
T6	Oak Tree	15"	25.0'



MODISTE STREET
60' R.O.W. (Vol. 41, Pg. 10 HCMR)
(Platted as Modiste Drive)



LENDER: INDEPENDENT FINANCIAL, and its successors and/or assigns.

NOTES:

- Elevations shown are based on Harris County Floodplain RM No. 210215, Elevation = 68.31, NAVD88 (2001 Adj.).
- Fences do not follow property lines as shown above.
- Surveyor has not abstracted this property. This survey has been prepared based upon information provided by the title company. No independent investigation of the accuracy of the title company's work has been performed by the surveyor. Zoning ordinances and zoning building setback lines (if any) are not shown. Surveyor has not reviewed restrictive covenants as set forth under Exceptions From Coverage in Schedule B of the Title Commitment.
- Lot subject to any and all zoning ordinances or proposed zoning ordinances including those by the City of Spring Valley, Texas. The above shown tract lies within Dwelling District A as reflected on the Official Zoning Map of the City of Spring Valley, Texas. Front, side and rear yards shown as set forth under Ordinance 231. Maximum foundation height shall not exceed a height of 4 feet above the average surrounding finished grade. The maximum building height shall not exceed 36 feet. The maximum coverage of any lot shall not exceed 60 percent of the lot area located behind the required front building line, and shall not exceed 50 percent of the lot area located in front of the required front building line. Water surface area of a swimming pool shall not be counted as constructed surface. A pool shall be installed in the rear or side yard a minimum of 10 feet from the rear lot line and 8 feet from the side lot line. Additional requirements for accessory structures, fences, driveways, decking (not shown) should be verified prior to any planning or construction.
- Spring Oaks, Section 3, is a deed restricted community. Setback lines for the main residence and garage/outbuilding shown above as set forth under Volume 41, Page 10, of the Harris County Map Records, and also being set forth under Volume 2589 Page 234 of the Harris County Deed Records. Lot may be subject to certain requirements pertaining to front, side and rear setback lines and also architectural protrusions such as eaves, overhangs, ledges, etc., in relation to easements and/or building lines and should be verified prior to any planning or construction. Deed restrictions may be amended from time to time. It is the responsibility of the homeowner to determine the deed restriction status of their property and to comply with all restrictive covenants. Written approval from the Architectural Control Committee may be required.
- All bearings are based on the East right of way line of Modiste Street (N 00° 01' 00" E).

PLAT OF PROPERTY

FOR: **CASTILLE INVESTMENTS, LLC**
AT: **1318 MODISTE STREET • SPRING VALLEY, TX**
LGL: **LOT 227, BLOCK 14**
SPRING OAKS, SECTION 3
VOLUME 41, PAGE 10 OF THE MAP RECORDS OF
HARRIS COUNTY, TEXAS

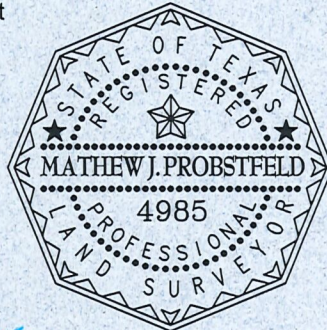
SCALE: **1" = 20'**
DATE: **12/17/2024** REVISED DATE: _____

This Property DOES NOT Lie within the designated 100 year floodplain.
PANEL NO: **48201C 0665 M**
ZONE: **X** EFF. DATE: **6/9/2014**
BASE FLOOD ELEVATION: **N/A**
LOCATED BY GRAPHIC PLOTTING ONLY AND NOT RESPONSIBLE FOR ACTUAL DETERMINATION.

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH TITLE COMMITMENT
PROVIDED BY: **ABSTRACT SERVICES OF HOUSTON**
GF#: **CPL ~ 7910-25-2422 (4/21/2025)**

THIS SURVEY IS THE PROPERTY OF PROBSTFELD & ASSOCIATES, INC., IS CERTIFIED FOR THIS TRANSACTION ONLY, AND IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR OWNERS.

I hereby certify that the above plat
correctly represents the facts
found at the time of the survey
made on the ground, under my
supervision, and there are no
apparent encroachments at the
time of this survey, unless shown
or noted otherwise.



MATHEW J. PROBSTFELD

Registered Professional Land Surveyor
State of Texas No. 4985
PROBSTFELD & ASSOCIATES, INC • FIRM #10066100

JOB # **2885-022** DRAWN BY: **RK|MDH**

THE STATE OF TEXAS
COUNTY OF HARRIS

We, **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, acting by and through **CHAD J. CASTILLE, MANAGER**, being officers of **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, owner hereinafter referred to as Owners (whether one or more) of the 0.2449 acres tract described in the above and foregoing map of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2**, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat, and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement five feet in width from a plane sixteen feet (16') above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, the owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions.

IN TESTIMONY WHEREOF, the **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, has caused these presents to be signed by **CHAD J. CASTILLE**, its manager, therunto authorized, this _____ day of _____, 2025.

CASTILLE INVESTMENTS, LLC

CHAD J. CASTILLE, MANAGING MEMBER

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared **CHAD J. CASTILLE**, authorized representative of **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME : _____

MY COMMISSION EXPIRES: _____

We, **INDEPENDENT BANK, DBA INDEPENDENT FINANCIAL**, owner and holder of a lien against the property described in the plat known as **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2**, said lien being evidenced by instrument of record in Clerk's File No. RP-2024-475873 of O.P.R.O.R.P. of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

BY: _____

PRINT NAME : _____

PRINT TITLE: _____

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this _____ day of _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME : _____

MY COMMISSION EXPIRES: _____

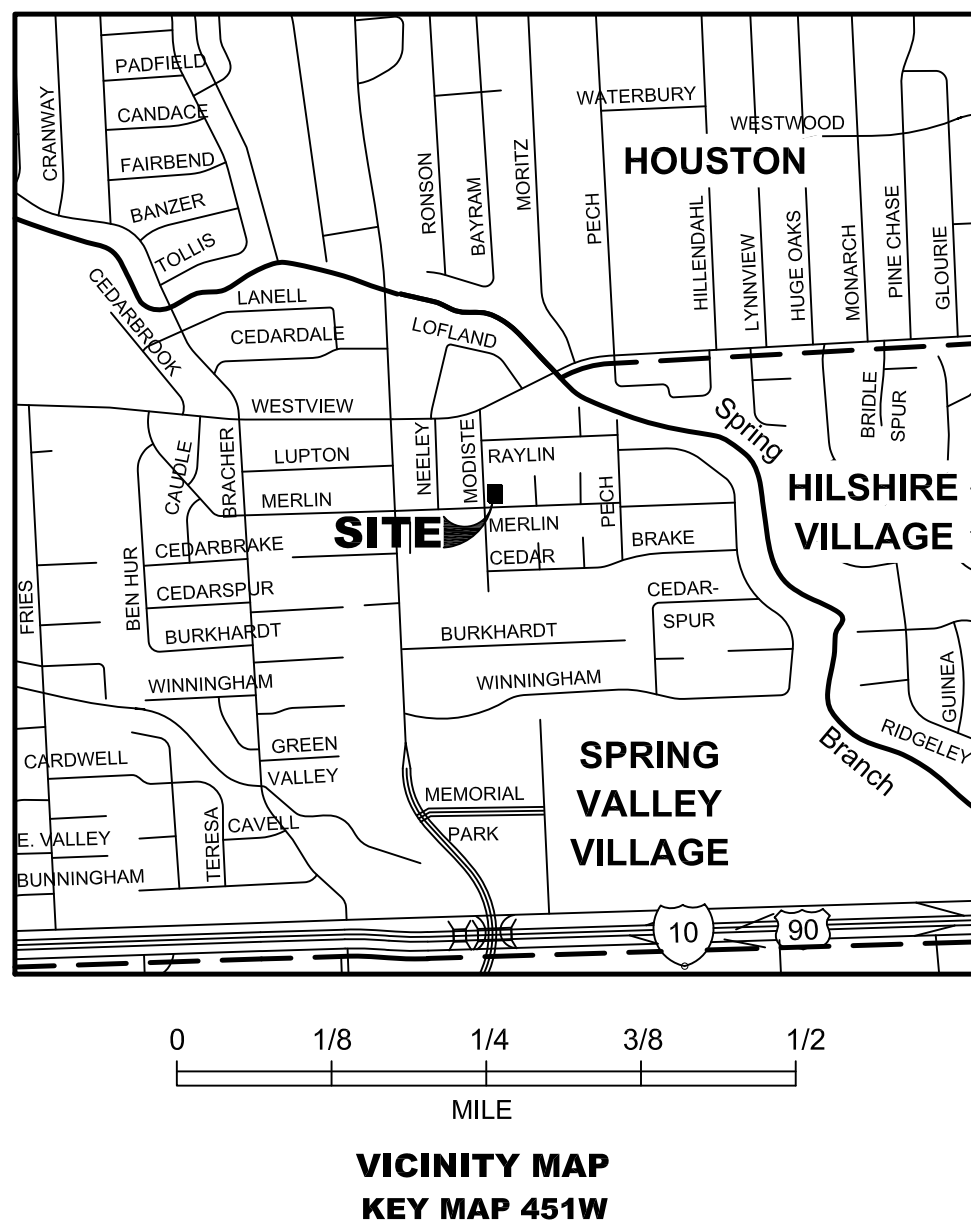
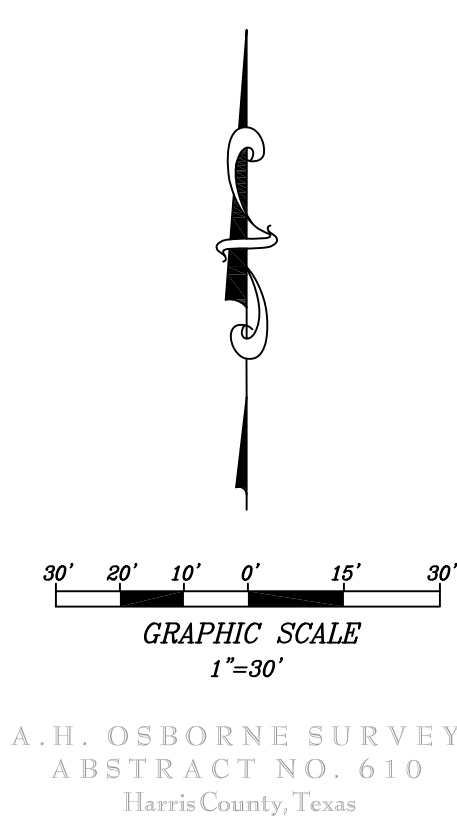
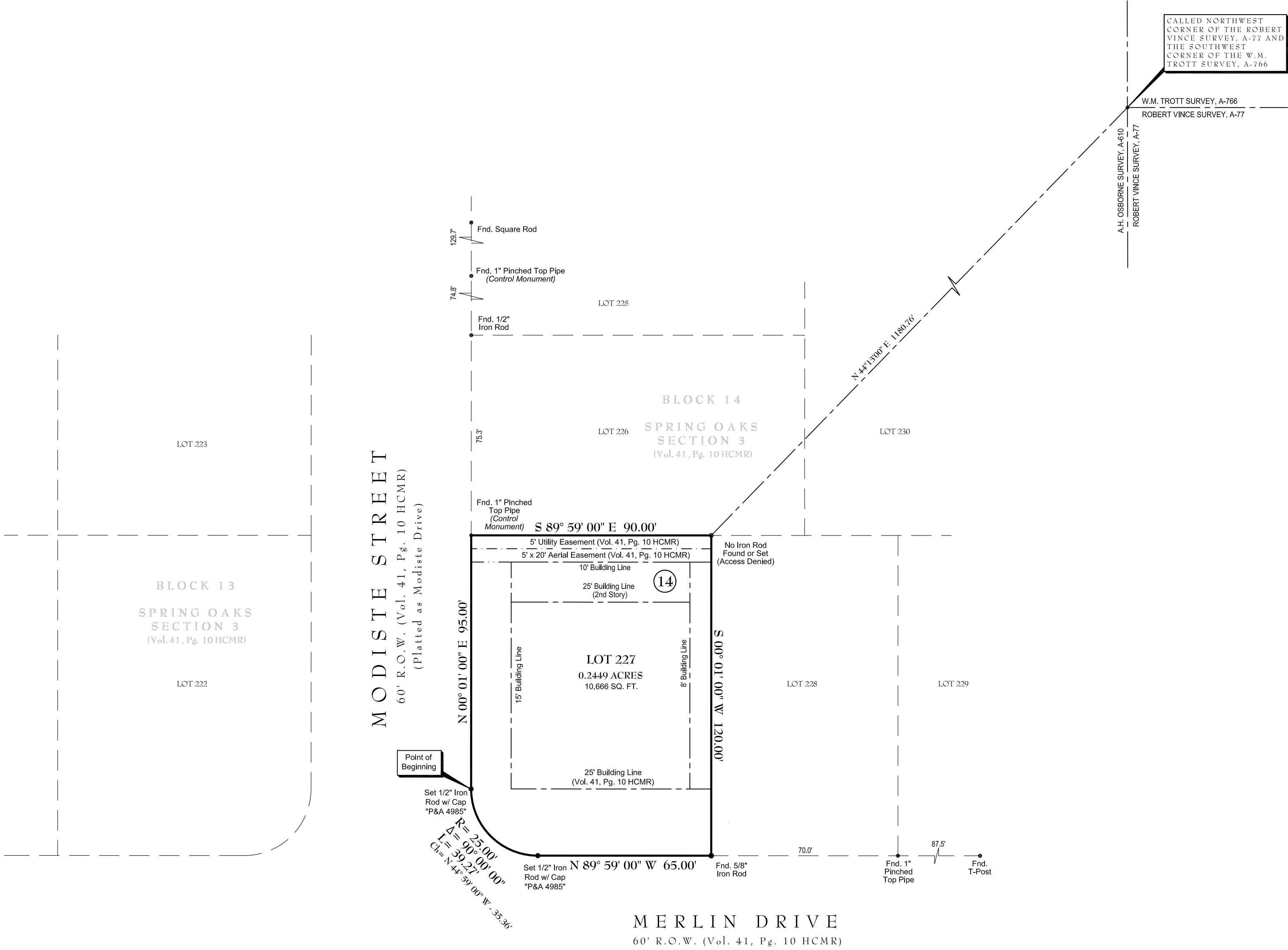
This is to certify that the Planning and Zoning Commission of the City of Spring Valley Village, Texas has approved this replat and subdivision of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2** as shown hereon. In testimony whereof, witness this official signature of the chairman of the Planning and Zoning Commission of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

By: _____

W.K. (TREV) HOFFMAN, CHAIRMAN
Planning and Zoning Commission
City of Spring Valley Village, Texas

This is to certify plans and specifications for all streets, drainage structures sanitary sewer lines, water distribution lines and fire hydrants in the subdivision have been prepared in conformance with the standards of the City of Spring Valley Village, Texas and have been approved by me. In testimony whereof, witness this official signature of the Public Works Director of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

KRISTINA WATSON
Public Works Director
City of Spring Valley Village, Texas



GENERAL NOTES & LEGEND

- H.C.M.R. denotes HARRIS COUNTY MAP RECORDS.
- H.C.D.R. denotes HARRIS COUNTY DEED RECORDS.
- H.C.C.F. No. denotes HARRIS COUNTY CLERK'S FILE NUMBER.
- UTIL. ESMT. OR U.E. denotes UTILITY EASEMENT.
- BLDG. LINE OR B.L. denotes BUILDING LINE.
- W.L.E. denotes WATER LINE EASEMENT.
- S.S.E. denotes SANITARY SEWER EASEMENT.
- O.P.R.O.R.P. denotes OFFICIAL PUBLIC RECORDS OF REAL PROPERTY.
- A.E. denotes AERIAL EASEMENT.
- (14) denotes BLOCK NUMBER.
- Subject Tract **DOES NOT LIE** within the designated 100 year flood plan as shown on FEMA Flood Insurance Rate Map **48201C 0665 M**, Dated **6/9/2014**. (**ZONE X**) (Shown by graphic plotting only)
- Information shown on this plat was based on City Planning Letter issued by Abstract Services of Houston, GF# 7910-25-2422 with an effective date of April 21, 2025.

NOTES ON EXISTING PIPELINES

There are no existing pipelines or pipeline easements within this subdivision.

PRELIMINARY PLAT OF SPRING OAKS SECTION 3 PARTIAL PLAT NO 2

**A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND
BEING A REPLAT OF LOT 227, BLOCK 14 OF
SPRING OAKS SECTION 3
VOL. 41 PG. 10, H.C.M.R.
IN THE A. H. OSBORNE SURVEY
ABSTRACT NO. 610
HARRIS COUNTY, TEXAS**

1 LOT 1 BLOCK NO RESERVE

REASON FOR REPLAT:
TO REVISE 25 FEET SIDE BUILDING LINE
ALONG MODISTE STREET TO 15 FEET

OWNER:
CASTILLE INVESTMENTS, LLC
9018 ELIZABETH ROAD
HOUSTON, TX 77055

CITY OF SPRING VALLEY VILLAGE, TEXAS
JULY 14, 2025

PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE, SUITE 102 ▲ KATY, TEXAS 77450 ▲ (281) 829-0034 ▲ FIRM #10066100

This is to certify that the City Council of the City of Spring Valley Village, Texas has approved this replat and subdivision of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2** as shown hereon. In testimony whereof, witness this official signature of the mayor of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

MARCUS VAJDOS, Mayor
City of Spring Valley Village, Texas

I, **MATHEW J. PROBSTFELD**, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of permanent nature) pipes or rods having an outside diameter of not less than three-quarter inch (3/4") and a length of not less than three (3) feet.

MATHEW J. PROBSTFELD
Registered Professional Land Surveyor
State of Texas no. 4985

I, **TENESHIA HUDSPETH**, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2025, at _____ o'clock _____ m., and duly recorded on _____, 2025, at _____ o'clock _____ m., and at Film Code Number No. _____ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Harris County, Texas, the day and date last above written.

By: _____

TENESHIA HUDSPETH
Clerk of the County Court
Harris County, Texas

By: _____ Deputy

A tract or parcel of land containing 0.2449 acres (10,666 square feet) located in the A. H. Osborne Survey, Abstract 610, Harris County, Texas, and being known as Lot 227, in Block 14, of Spring Oaks, Section Three, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas, said 0.2449 acre tract being that same certain tract of land conveyed to Castille Investments, LLC, as recorded under Harris County Clerk's File No. RP-2024-475872, said 0.2449 acre tract being more particularly described by metes and bounds as follows with bearings based on the East right of way line of Modiste Street:

BEGINNING at a set 1/4 inch iron rod with cap (P&A-4985) marking the North end of a curve at the intersection of the North right of way line of Merlin Drive, (60 feet in width as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas), and the East right of way line of Modiste Street, (60 feet in width as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas, and being originally platted as Modiste Drive), said set 1/4 inch iron rod with cap marking the most Westerly Southwest corner of Lot 227, in Block 14, of Spring Oaks, Section Three, said set 1/4 inch iron rod with cap also marking the **POINT OF BEGINNING** and the most Westerly Southwest corner of the herein described tract;

THENCE North 00 degrees 01 minutes 00 seconds East, along the said East right of way line of Modiste Street, a distance of 95.00 feet to a found 1 inch pinched top pipe marking the Northwest corner of said Lot 227, same being the Southwest corner of Lot 226, said found 1 inch pinched top pipe also marking the Northwest corner of the herein described tract;

THENCE South 89 degrees 59 minutes 00 seconds East, along the common lot line of said Lot 227 and Lot 226, a distance of 90.00 feet to a point for corner being the Northeast corner of said Lot 227, same being the Northwest corner of Lot 228, said point for corner also being the Northeast corner of the herein described tract;

THENCE South 00 degrees 01 minutes 00 seconds West, along the common lot line of said Lot 227 and Lot 228, a distance of 120.00 feet to a found 5/8 inch iron rod lying in the said North right of way line of Merlin Drive and marking the Southwest corner of said Lot 228, same being the Southeast corner of said Lot 227, said found 5/8 inch iron rod also marking the Southeast corner of the herein described tract;

THENCE North 89 degrees 59 minutes 00 seconds West, along the said North right of way line of Merlin Drive, a distance of 65.00 feet to a set 1/4 inch iron rod with cap (P&A-4985) marking the beginning of a curve to the right along the said intersection of the North right of way line of Merlin Drive, and the said East right of way line of Modiste Street, said curve to the right having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a chord that bears North 44 degrees 59 minutes 00 seconds West, a distance of 35.36 feet to the **POINT OF BEGINNING** and containing 0.2449 acres, (10,666 square feet), of land.



7500 San Felipe, Suite 1020
Houston, TX 77063
713.589.9000 (OFFICE)
713.231.5028 (FAX)

CITY PLANNING LETTER

GF Number: 7910-25-2422

Date: April 21, 2025

To: City of Spring Valley Village

Title Houston Holdings (Title Company) certifies that a diligent search of the real property records of Title Houston Holdings title plant has been made, as to the herein described property, and as of 8:00 AM on the 3rd day of April, 2025, we find the following:

Property Description:

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

Owner(s) of Record: Castille Investments, LLC, a Texas limited liability company

By virtue of Warranty Deed dated December 20, 2024, recorded in Clerk's File No. RP-2024-475872.

Deed Restrictions:

Subject to covenants, conditions and restrictions as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas; and recorded under Clerk's File No. V621134, 20070016227 and 20100005617; and per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Easements and other encumbrances:

No building, fence, or any other form of construction shall be located on any residential building plot nearer than Twenty-five (25') feet to the front line, nor nearer than Ten (10') feet to any side line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas and as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Twenty-five (25') feet Setback line along the west side of the property line, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Five (5') feet Utility easement along the rear of the property, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Unobstructed ariel easement five (5') feet wide from a plane twenty (20') feet above the ground upward located adjacent to all utility easements, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

No building, except detached garage or other out-building located Seventy (70') feet or more from the front lot line shall be located nearer than five (5') feet to any side lot line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

No residence or attached appurtenance shall be erected on any lot farther than Sixty-five (65') feet from the front lot line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

Lien Holder(s):

Deed of Trust dated December 20, 2024, recorded in Clerk's File No. RP-2024-475873, executed by Castille Investments, LLC, payable to Independent Bank DBA Independent Financial, in the principal amount of \$660,000.00.

Deed of Trust dated July 17, 1998, recorded in Clerk's File No. T159537, executed by Stephen N. Monsen and Suzan B. Monsen, payable to Mortgage Factory Inc. DBA Mortgages Direct, in the principal amount of \$124,000.00, subject to assignments recorded under Clerk's File No. T159538 and 20090209750.

Note: Maturity Date August 1, 2028

No examination has been made as to abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is used for the use of, and shall inure to the benefit of PLATTING. The liability of the Title Company, Title Houston Holdings, for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that the Title Company does not intend to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor a warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Title Houston Holdings assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Title Houston Holdings of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Title Houston Holdings assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Title Houston Holdings only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which on the company may rely).

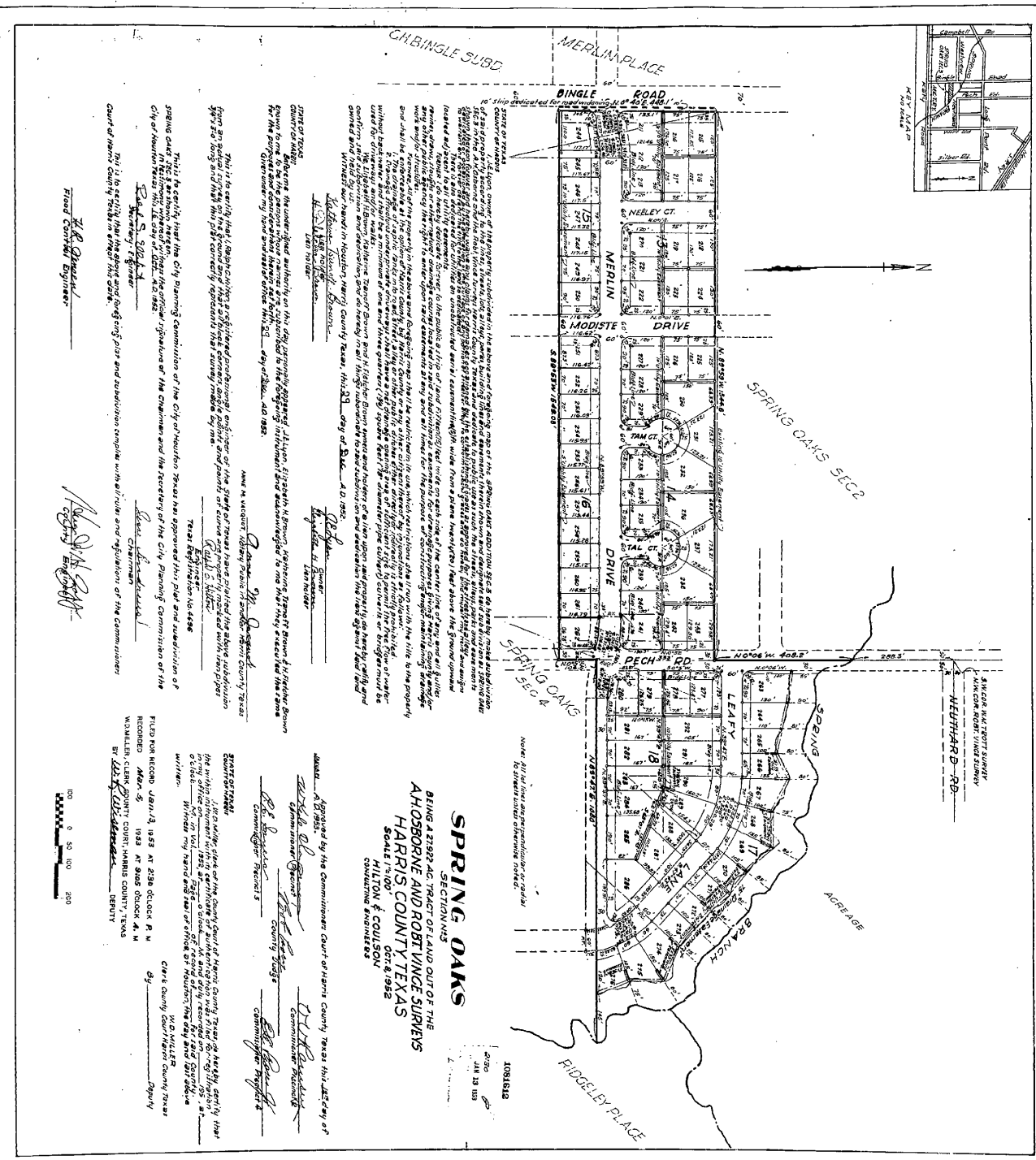
None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Title Houston Holdings disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Title Houston Holdings liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability limitation contained in this paragraph is a part of its contract with Title Houston Holdings and will cover all actions arising by statutes, in contract, or in tort.

Title Houston Holdings



Melanie Garza
Title Examiner

[illegible][illegible]

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

FAH24014681

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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

THAT THE UNDERSIGNED, **STEPHEN N. MONSEN AND SUZAN B. MONSEN**, husband and wife (collectively, "**Grantor**"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by **CASTILLE INVESTMENTS, LLC**, a Texas limited liability company ("**Grantee**"), the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of a promissory note of even date herewith in the principal sum of **SIX HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$660,000.00)** payable to the order of Independent Bank d/b/a Independent Financial, a Texas state financial institution ("**Lender**"), as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a **DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT** of even date herewith to **DANIEL W. BROOKS**, Trustee, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY unto the said Grantee, all that certain lot, tract, or parcel of land together with all improvements thereon, lying and being situated in Harris County, Texas, described on Exhibit A, attached hereto.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of Harris County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's successors and assigns forever. And Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above-described premises, is retained against the above-described property, premises and improvements until the above-described note and all interest thereon is fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

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

[Signature Page Follows]

EXECUTED 12.20, 2024.

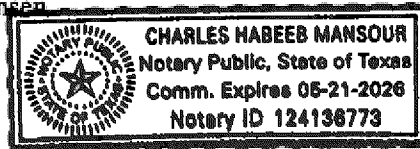
GRANTOR:

Stephen N. Monsen
Stephen N. Monsen

Suzan B. Monsen
Suzan B. Monsen

THE STATE OF Texas §
COUNTY OF Harris §

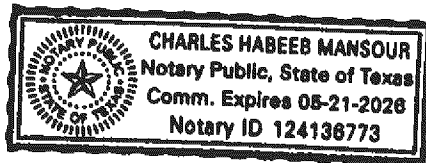
This instrument was acknowledged to me on the 20 day of December, 2024, by
Stephen N. Monsen



[Signature]
Notary Public, State of Texas

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged to me on the 20 day of December, 2024, by
Suzan B. Monsen.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Exhibit A

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

RP-2024-475872

RP-2024-475872
Pages 4
12/23/2024 07:16 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$33.00

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

1117154

THE STATE OF TEXAS)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

That, The J. E. Lyon Development Co., a Texas Corporation domiciled in Harris County, Texas, and being the owner of that certain addition of the City of Houston, Harris County, Texas, known as Spring Oaks, Section No. 3, according to the plat thereof, duly recorded in the office of the County Clerk of Harris County, Texas, under File No. 1081612, dated the 13th day of January, 1953, for the purpose of creating and carrying out a uniform plan for the improvement and sale of lots in said addition as a first class restricted district, does hereby establish the following restrictions upon the use of said property and such restrictions shall be referred to, adopted and made a part of each and every contract and deed executed by or on behalf of The J. E. Lyon Development Co., conveying said property or any part thereof by appropriate reference to these reservations and restrictions, making the same a part of such conveyance to all intent and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each lot in said addition for the benefit of each and every other lot and shall constitute covenants running with the land and shall inure to the benefit of The J. E. Lyon Development Co., his successors and assigns, and to each and every purchaser of land in said addition, and their heirs and assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. All lots and reserves in the above described area shall be known and described as residential lots,

2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one story in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant. Rental of such servants quarters, however, is strictly

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prohibited. However, it is expressly provided that one owner of two adjacent lots, or parts thereof, may build one structure on the two lots, or parts thereof, in accordance with this restriction in which event the outer boundary lines will be considered as the side lot lines for all purposes herein.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation by the committee composed of James E. Lyon, Alfred E. Pampell and Eugene J. Walker or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease January 1, 1981. Thereafter the approval described in these covenants shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No dwelling shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building, fence, or any other form of construction shall be located on any residential building plot nearer than Twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet

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to any side street line. No building, except a detached garage or other outbuilding located seventy (70) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line, except as indicated in paragraph 2.

5. No residence or attached appurtenance shall be erected on any lot farther than Sixty-five (65) feet from the front lot line.

6. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than twelve hundred (1200) square feet. All buildings shall have a minimum of one hundred (100) square feet of masonry made a part of the front of the structure.

9. All driveways shall be uniform in construction. The approach from the street to the property line shall be reinforced, 2500# concrete, eighteen (18) feet wide at the curb pavement, and extending back to the front property line of the lot eight (8) feet wide, on a grade not to exceed fifteen (15) per cent.

10. Easements affecting all lots are reserved as shown on the original recorded plat, for utility installation and maintenance, above referred to.

11. Main dwellings shall be constructed fronting on the street upon which the lot, as originally dedicated, fronts.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or large signs used by a builder to advertise the property during the construction and sale period.

13. No oil or gas development operations or refining, or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot for forty-seven (47) years after date hereof. No derrick or

287

other structure designed for use in drilling for oil or natural gas be erected, maintained or permitted upon any lot for forty-seven (47) years after date hereof, nor shall any oil or gas or mineral lease be made for forty-seven (47) years after date hereof by any future owner or owners of property in Spring Oaks Addition.

14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. No individual water supply system shall be permitted on any lot.

16. No individual sewage disposal system shall be permitted on any lot.

17. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points ten (10) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property lines extended. The same sight-line limitations shall apply on any lot within twenty-five (25) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole

13
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or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages.

WITNESS MY HAND AND SIGNATURE this the 10 day of April, A.D. 1953.

J. E. LYON DEVELOPMENT CO.

By J. E. Lyon, President

ATTEST: J. H. Reynolds, Secretary

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for the state of Texas, County of Harris, on this day personally appeared J. E. Lyon, President of The J. E. Lyon Development Co., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of April, A. D. 1953.

Horace H. Jennings
Notary Public in and for
Harris County, Texas

HORACE H. JENNINGS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1953

Filed for Record Apr. 15, 1953, at 2:15 o'clock P.M.
Recorded May 18, 1953, at 1:03 o'clock P.M.
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY C. F. Ritchey, Deputy

Amend

AMENDMENT TO THE RESTRICTIVE COVENANTS
OF SPRING OAKS, SECTION THREE(3)

105

2

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

This Amendment to the Restrictive Covenants is made by and among the undersigned persons, who collectively constitute the owners of a majority of the lots in Spring Oaks, Section Three(3).

WHEREAS, Deed Restrictions for Spring Oaks, Section Three(3) were recorded in Volume 2589, Page 234 of the Deed Records of Harris County, Texas on or about April 10, 1953;

WHEREAS, such restrictions imposed on all lots in Spring Oaks, Section Three(3) the certain covenants, conditions, restrictions, and easements therein set forth;

WHEREAS, Paragraph Nineteen(19) of the Restrictions provides that the Restrictions shall run with the land and shall be binding on all the parties and all persons claiming under them until May 18, 1978, at which time said covenants shall be automatically extended for successive periods of ten(10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; and

WHEREAS, the undersigned owners, being the owners of at least fifty-one percent(51%) of real property in Spring Oaks, Section Three(3), wish to amend and modify the Restrictions as hereinafter provided.

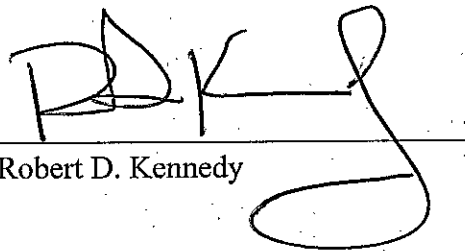
NOW THEREFORE, pursuant to the power granted to a majority of the owners under the Restrictions, the undersigned owners, being a majority of the owners of the lots in Spring Oaks Section Three(3), desire to amend the Restrictions as follows:

Paragraph Two(2) of the Restrictions is hereby amended and modified to add the following sentence to the end of the original paragraph:

"HOWEVER, IT IS ALSO EXPRESSLY PROVIDED THAT CONSTRUCTION OF A TWO STORY HOUSE SHALL BE PERMITTED ON ANY LOT IN SECTION THREE UPON THE RECORDING OF A PETITION TO WAIVE ONE STORY RESTRICTION SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS AGREEING TO PERMIT SUCH TWO-STORY CONSTRUCTION"

IN WITNESS HEREOF, this amendment to the Restrictions for Spring Oaks, section Three(3) was executed as of the date indicated following the signature of the undersigned owners and are effective upon proper recordation of this document in the Real Property Records of Harris County, Texas.

DATED this 25th day of February, 2002.

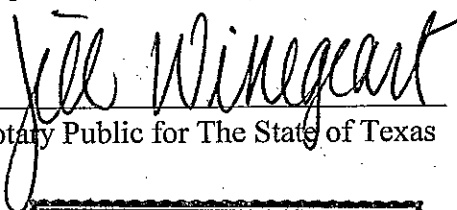

Robert D. Kennedy

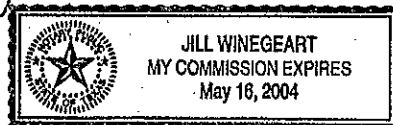
(75)
102

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Robert Kennedy, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 25th day of February 25, 2001.

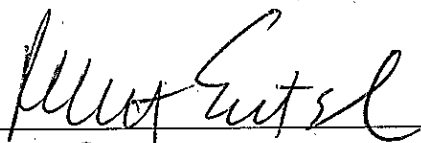

Notary Public for The State of Texas



549-18-1928

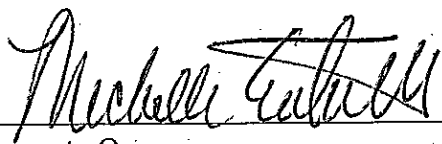
8309 Leafy Lane
Street Address

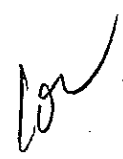
Lot 286 Block 18
Lot # and Block #, Section Three(3)


Property Owner: Robert Eutsler



Date signed: 2-24-02


Property Owner: Michelle Eutsler



Date signed: 2/24/02

549-18-1921

8509 Merlin
Street Address

Lot 249 Block 15
Lot # and Block #, Section Three(3)

Lyndy A Laymon
Property Owner: Lyndy Laymon

Date signed: 2/23/02

Rob Olinger
Property Owner: Rob Olinger

Date signed: 2/23/02

14 Tam Ct.
Street Address

Lot 229 Block 14
Lot # and Block #, Section Three(3)

Theodora Gutowsky
Property Owner: Theodora Gutowsky

Date signed: 2/23/02

Property Owner:

Date signed: _____

8530 MerLin
Street Address

Lot 211 Block 13
Lot # and Block #, Section Three(3)

Juan F. Vasquez
Property Owner: Juan Vasquez

con

2/23/02
Date signed:

Allison Vasquez
Property Owner: Allison Vasquez

con

2/23/02
Date signed:

549-18-1924

1319 Modiste
Street Address

Lot 223 Block 13
Lot # and Block #, Section Three(3)

Arthur Slagle
Property Owner: Arthur Slagle

for

Date signed: 2-22-2002

Diane Slagle
Property Owner: Diane Slagle

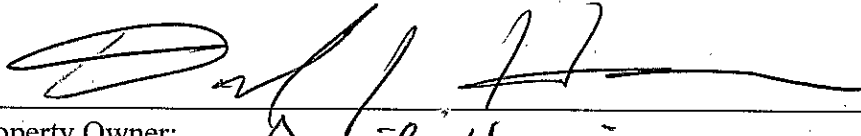
for

Date signed: 2-22-2002

549-18-1925

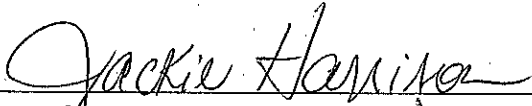
1315 Neeley
Street Address

Lot 213 Block 13
Lot # and Block #, Section Three(3)


Property Owner: David Harrison

for

Date signed: 2/21/02


Property Owner: Jackie Harrison

for

Date signed: 2/21/02

1330 Krist
Street Address

Lot 276 Block 17
Lot # and Block #, Section Three(3)

Michael Howard
Property Owner: Michael Howard

Date signed: 2-23-02

Lillian Howard
Property Owner: Lillian Howard

Date signed: 2-23-02

for

for

549-18-1927

8324 Merlin
Street Address

Lot 281 Block 18
Lot # and Block #, Section Three(3)

Marvin Brenner
Property Owner: Marvin Brenner

Date signed: February 21, 2002

Faydell Brenner
Property Owner: Faydell Brenner

Date signed: Feb. 21, 2002

8409 Merlin Dr.
Street Address

Lot 260 Block 16
Lot # and Block #, Section Three(3)

Lynda Couch
Property Owner: Lynda Couch

LC

Date signed: 2/22/02

Property Owner:

Date signed: _____

549-18-1929

1322 Neeley

Street Address

Lot 218 Block 13

Lot # and Block #, Section Three(3)

Lorraine Podd

Property Owner:

Lorraine Podd

CP

Date signed: 2-22-02

Property Owner:

Date signed: _____

549-18-1938

8318 Leafy Lane
Street Address

271 - 1/2 272 Block 17
Lot # and Block #, Section Three(3)

Richard Tarco
Property Owner: Richard Tarco

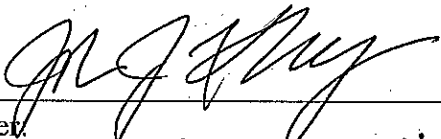
Date signed: 2-20-02

Blanca Tarco
Property Owner: Blanca Tarco

Date signed: 2-20-02

1 T91 Ct.
Street Address

Lot 239 Block 14
Lot # and Block #, Section Three(3)


Property Owner
John J. Klevenhagen, III



Date signed: 2/20/02

Property Owner:

Date signed: _____

549-18-1932

8332 Merlin
Street Address

Lot 280 Block 18
Lot # and Block #, Section Three(3)

Joe B. Stephens
Property Owner: Joe B. Stephens

Date signed: 2-20-02

Property Owner:

Date signed: _____

1322 Modiste
Street Address

Lot 225 Block 14
Lot # and Block #, Section Three(3)

Richard J. Nordin
Property Owner:

Richard Nordin

Date signed: 2-19-02

Cheryl Nordin
Property Owner:
Cheryl Nordin

Date signed: 2-19-02

8341 Leafy Lane
Street Address

Lot # 292 Block 18
Lot # and Block #, Section Three(3)

Roger Swanson
Property Owner:
ROGER SWANSON

Date signed: 2.19.02

Laura Dye
Property Owner:
Laura Dye

Date signed: 2.19.02

8334 Leafy Lane
Street Address

Lot 267 Block 17
Lot # and Block #, Section Three(3)

Thelma E. Gafford
Property Owner:
Thelma E. Gafford

low

Date signed: 2-19-2002

Property Owner:

Date signed: _____

549-18-1936

8346 Leafy Lane
Street Address

Lot 264 Block 17
Lot # and Block #, Section Three(3)

Noel S. Irvin
Property Owner: Noel S. Irvin

Date signed: 2/16/2002

NOEL S. IRVIN
Property Owner:

Date signed: 2/16/2002

8342 Leafy Lane
Street Address

Lot 265 Block 17
Lot # and Block #, Section Three(3)

Helen S. Wheat
Property Owner: Helen S. Wheat

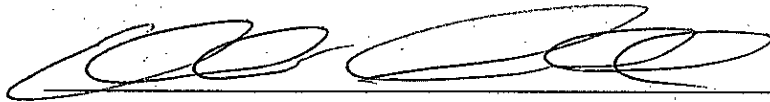
Date signed: 2/17/02

Helen S. Wheat
Property Owner:

Date signed: 2/17/02

8350 Leafy Lane
Street Address

Lot 263 Block 17
Lot # and Block #, Section Three(3)



Property Owner:

Ellis Gerall

Date signed:

2/17/02

Property Owner:



Cynthia Gerall

Date signed:

2/17/02

8413 Merlin
Street Address

Lot 259 Block 16
Lot # and Block #, Section Three(3)

Barbara Conway
Property Owner: Barbara Conway

low

Date signed: 2-17-02

Property Owner:

Date signed: _____

549-18-1940

8429 Merline
Street Address

Lot 253 Block 16
Lot # and Block #, Section Three(3)

Raymond Thompson
Property Owner: Raymond Thompson

for

Date signed: 2/17/02

Jane Thompson
Property Owner: Jane Thompson

for

Date signed: 2/17/02

549-18-1941

1315 Pech
Street Address

Lot 241 Block 14
Lot # and Block #, Section Three(3)

Bill Davison
Property Owner: Bill Davison

Date signed: 2/17/2002

Judy Davison
Property Owner: Judy Davison

Date signed: 2/17/2002

for

for

549-18-1942

8421 Merlin
Street Address

Lot 257 Block 14
Lot # and Block #, Section Three(3)

Leo L Barnes
Property Owner:
Leo L. Barnes

for

Date signed: 2/17/02

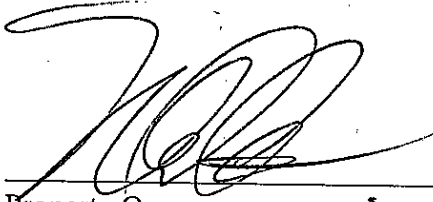
Property Owner:

Date signed: _____

549-18-1943

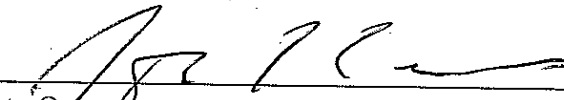
1309 Pech
Street Address

Lot 262 Block 16
Lot # and Block #, Section Three(3)


Property Owner: Michael Evans

for

Date signed: 2/16/02


Property Owner: Joan Evans

for

Date signed: 2/16/02

549-18-1944

1320 Pech
Street Address

Lot 277 Block 18
Lot # and Block #, Section Three(3)

Jeanette L. Wright
Property Owner: Jeanette Wright

for

Date signed: 2-17-2002

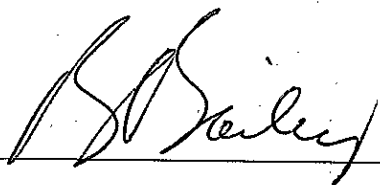
Property Owner:

Date signed: _____

549-18-1945

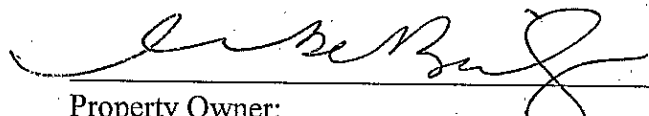
1318 Pech
Street Address

Lot 278 Block 18
Lot # and Block #, Section Three(3)


Property Owner: Bradley Bailey

con

Date signed: 2.17.02


Property Owner: Ann-Dee P. Bailey

con

Date signed: 2.17.02

549-18-1946

Kennedy
13 722 0027

549-18-1947

8319 Leafy Lane
Street Address

Lot 288 & 289 Block 18
Lot # and Block #, Section Three(3)

Joanne Sockler
Property Owner:
JOANNE SOCKLER

for

Date signed: 2-17-'02

Property Owner:

Date signed: _____

549-18-1948

6 T91 Court
Street Address

Lot 237 Block 14
Lot # and Block #, Section Three(3)

Property Owner: 
Bob Ray Dawson

for

Date signed: 2/17/02

Property Owner: _____

Date signed: _____

549-18-1949

1314 Pech Rd.
Street Address

Lot 279 Block 18
Lot # and Block #, Section Three(3)

Joy Purfurst
Property Owner: Joy Purfurst

con

Date signed: 02/16/02

Property Owner:

Date signed: _____

549-18-1950

1320 Modiste
Street Address

Lot 226 Block 14
Lot # and Block #, Section Three(3)

Evgenia L. Simons
Property Owner: Evgenia Simons

low

Date signed: 2/16/02

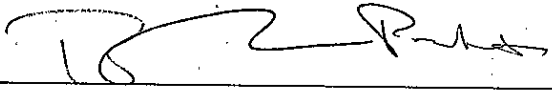
Property Owner:

Date signed: _____

549-18-1951

8526 Merlin
Street Address

Lot 212 Block 13
Lot # and Block #, Section Three(3)


Property Owner: Bridgett Tims Pracht

lor

Date signed: 2-16-02

Property Owner:

Date signed: _____

549-18-1952

8320 Merlin
Street Address

Lot 282+283 Block 18
Lot # and Block #, Section Three(3)

Clyde S. Altemus

Property Owner:

Clyde Altemus

for

Date signed: 2-16-02

Susan Altemus

Property Owner:

Susan Altemus

for

Date signed: 2.16.02

549-18-1953

8406 Merlin
Street Address

Lot 240 Block 14
Lot # and Block #, Section Three(3)

Mark Frugoni
Property Owner:
Mark Frugoni

for

Date signed: 2-16-02

Annelise Frugoni
Property Owner:
Annelise Frugoni

for

Date signed: 2-16-02

8405 Merlin
Street Address

Lot 261 Block 16
Lot # and Block #, Section Three(3)

Sam Condic
Property Owner: Samuel Condic

Con

Date signed: 16 FEB, 2002

Elizabeth Condic
Property Owner: Elizabeth Condic

Con

Date signed: 2/16/02

549-18-1955

6 Tam Court
Street Address

Lot 231 Block 14
Lot # and Block #, Section Three(3)

Nancy G. Mooney
Property Owner:
Nancy Mooney

low

Date signed: 2-16-02

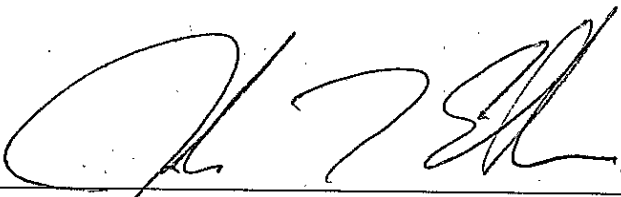
Property Owner:

Date signed: _____

549-18-1956

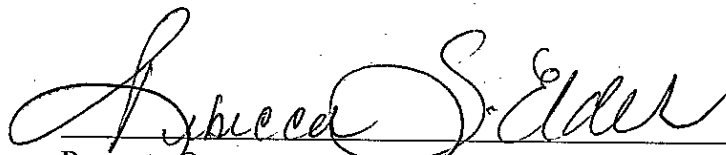
8424 Merlin
Street Address

Lot 233 Block 14
Lot # and Block #, Section Three(3)


Property Owner: John Elder

Cor

Date signed: 2-16-02


Property Owner: Rebecca Elder

Cor

Date signed: 2/16/02

549-18-1957

1318 Modiste
Street Address

Lot 227 Block 14
Lot # and Block #, Section Three(3)

Steph N Mosen
Property Owner:
Stephen Mosen

for

Date signed: 2-16-02

Suzan Mosen
Property Owner:
Suzan Mosen

for

Date signed: 2-16-02

549-18-1958

10 Tam Court
Street Address

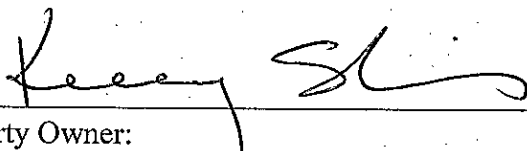
Lot 230 Block 14
Lot # and Block #, Section Three(3)



Property Owner: Tom Stinson



Date signed: 2-16-02



Property Owner: Kelly Stinson



Date signed: 2-16-02

549-18-1959

1315 Modiste
Street Address

Lot 222 Block 13
Lot # and Block #, Section Three(3)

W. Herrmann
Property Owner: William Herrmann

Date signed: 2/16/02

Ann Herrmann
Property Owner: Ann Herrmann

Date signed: 2-16-02

Cor

Cor

549-18-1968

8501 Merlin
Street Address

Lot 250 Block 15
Lot # and Block #, Section Three(3)

Pat L Richards
Property Owner:
Pat L. Richards

for

Date signed: 2-16-02

Billie Richards
Property Owner:
Billie Richards

for

Date signed: 2-16-02

549-18-1961

8513 Merlin
Street Address

Lot 248 Block 15
Lot # and Block #, Section Three(3)

Ben Wohlford
Property Owner: Ben Wohlford

for

Date signed: 2/16/02

Lindsey Wohlford
Property Owner: Lindsey Wohlford

for

Date signed: 2/16/02

549-18-1962

8517 Merlin
Street Address

Lot 247 Block 15
Lot # and Block #, Section Three(3)

Molly Pitkin
Property Owner: Molly Pitkin

bp

Date signed: 5/16/02

Property Owner:

Date signed: _____

549-18-1963

1320 Neeley
Street Address

Lot 219 Block 13
Lot # and Block #, Section Three(3)

Ronald A. Ohstfeldt
Property Owner: Ronald Ohstfeldt

Con

Date signed: 2/16/02

Mildred Ohstfeldt
Property Owner: Mildred Ohstfeldt

Con

Date signed: 2/16/02

549-18-1964

1319 Neeley
Street Address

Lot 217
Lot 216 Block 13
Lot # and Block #, Section Three(3)

Frances P. Lahrmann
Property Owner: Frances P. Lahrmann

(or)

Date signed: 2-16-02

Property Owner:

Date signed: _____

549-18-1965

8521 Merlin
Street Address

Lot 246 Block 15
Lot # and Block #, Section Three(3)

Wes Lincecum
Property Owner: Wes Lincecum

low

Date signed: 2/16/02

Stacey Lincecum
Property Owner: Stacey Lincecum

low

Date signed: 2/16/02

549-18-1966

8529 Merlin
Street Address

Lot 244 Block 15
Lot # and Block #, Section Three(3)

Mike Zabransky
Property Owner: Mike Zabransky

low

Date signed: 2/16/02

Property Owner:

Date signed: _____

549-18-1962

8326 Leafy Lane

Street Address

Lot 269 Block 17

Lot # and Block #, Section Three(3)

Property Owner:

RD/K
Robert D. Kennedy

Date signed:

2-16-02

Property Owner:

Colleen Kennedy
Colleen Kennedy

Date signed:

2-16-02

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 herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris
County, Texas on

FEB 25 2002



Bonnie B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to
Robert D Kennedy
5100 Westheimer #200
Houston, TX 77056

AMENDMENT TO THE RESTRICTIVE COVENANTS
OF SPRING OAKS, SECTION THREE (3)

12
Amend
4/8/02
M

THE STATE OF TEXAS

S
S
S
S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This Amendment to the Restrictive Covenants is made by and among the undersigned persons who collectively constitute the owners of a majority of the lots in Spring Oaks, Section Three (3).

WHEREAS, Deed Restrictions for Spring Oaks, Section Three (3) were recorded in Volume 2589, Page 234 of the Deed Records of Harris County, Texas on or about April 10, 1953;

WHEREAS, such restrictions imposed on all lots in Spring Oaks, Section Three (3) the certain covenants, conditions, restrictions, and easements therein set forth;

WHEREAS, Paragraph Nineteen (19) of the Restrictions provides that the Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them until May 18, 1978, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part; and

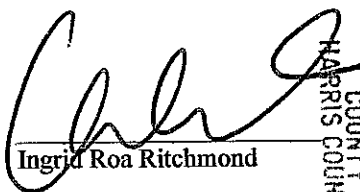
WHEREAS, the undersigned owners, being the owners of at least fifty-one percent (51%) of real property in Spring Oaks, Section Three (3), wish to amend and modify the Restrictions and hereinafter provided.

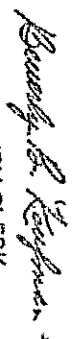
NOW THEREFORE, pursuant to the power granted to a majority of the owners under the Restrictions, the undersigned owners, being a majority of the lots in Spring Oaks Section Three (3) desire to expressly provide:

"THAT A TWO STORY HOUSE SHALL BE PERMITTED ON LOT NO. 219, BLOCK 13, SPRING OAKS, SECTION 3, UPON THE RECORDING OF A PETITION TO WAIVE ONE STORY RESTRICTION SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS AGREEING TO PERMIT SUCH TWO-STORY CONSTRUCTION"

IN WITNESS HEREOF, this amendment to the Restrictions for Spring Oaks, section Three (3) was executed as of the date indicated following the signature of the undersigned owners and are effective upon proper recordation of this document in the Real Property Records of Harris County, Texas.

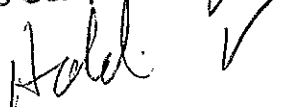
DATED this 27th day of December, 2006.


Ingrid Roa Ritchmond


COUNTY CLERK
HARRIS COUNTY, TEXAS

2007 JAN -8 PM 1:51

FILED

GF # 2612 0055
Houston Title Company


STATE OF TEXAS

S

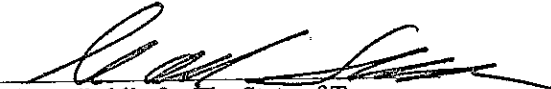
S

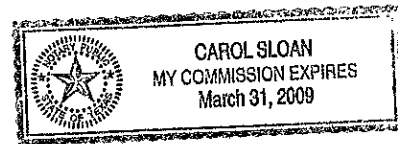
COUNTY OF HARRIS

S

Before me, a notary public, on this day personally appeared Ingrid Roa Ritchmond, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 28th day of December 2006.


Notary Public for The State of Texas



We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77055.

Name

Address

Phone

Lindsay Huen

8525 Merlin

713 334 7077 (56)

Keith Michael Johnson

8529 Merlin

713-467-6343

Lindsay Wonged

8513 Merlin

713-463-7048

Dated: _____

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas 77005.

Name

Address

~~Address~~

Jackie Hawson 1315 Neeley Dr.

~~Frances P. Lehmann~~ 1319 Neeley Dr.

Joseph Graham 1316 Neeley Dr.

Ken Tekell 8517 Merlin

Oscar Horvath 8530 Merlin

Scott Pruitt 8520 Merlin

Lyndy Alinger 8509 Merlin

702

Dated this the 10th day of December, 2006

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77005
77055

Name

Address

Phone

Marvin C. Brenner 8324 Merlin Dr Houston TX 77055 713-468-8600 *for*

(my wife passed away in July 2006)

Kelly & Tom Stinson 10 Tam Ct. Houston TX 77055 *for*

Nancy Mooney 6 Tam Ct Houston TX 77055 *for*

[John Bale 8420 Merlin Dr. Houston, TX 77055 *for*

Beverly Bale 8420 Merlin *for*

John J. Kelly 1 Tal Ct Houston TX 77055 *for*

Scot & Billie Davis 14 Tal Ct Houston, TX 77055 *for*

Dated: Dec, 12, 2006

GR 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77055.

Name

Address

Phone

Art Slagle	1319 Modeste	Art Slagle
Diane Slagle	1319 Modeste	Diane Slagle
Art Slagle	1315 Modeste	Art Slagle
Diane Slagle	1315 Modeste	Diane Slagle
Ronald Ohstfeldt	1320 Neeley	Ronald Ohstfeldt
Mildred Ohstfeldt	1320 Neeley	Mildred Ohstfeldt
Loraine Padd	1316 Neeley	Loraine Padd
Cynthia Gerall	835 Keaty Lane	Cynthia Gerall
Dated: 12-12-2006		

LF 06/2055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77005.

Name	Address	Phone
Frank Oye Woznyman Roger Swanson	8341 Leafy	713 464 1946
Clara A. Kessler	8302 Leafy Lane	713-465-5303
Walter Henry	1321 Modiste	713-465-5925
Leop. Anna	1318 Modiste	7-464-1082
Art Stog	1319 Modiste	832-369-2167
Art Stog	1315 Modiste	832-369-2167
John Kazzall	8338 Leafy Lane	713-461-0064 77055
Robert & Michelle Eutster	8318 Leafy Lane	77055
Amy Winstead	8417 Raylin Dr.	713-647-1360 77055

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas ~~77055~~ 77055

Name

Address

~~None~~

for

Thelma E. Gafford 8334 Leafy Ln.

MAURICE VERNET 8330 LEAFY LN

~~Wanda~~ Wanda +
GRAHAM DUHAMEL 10 TALCT
Wanda Duhamel

GRAHAM DUHAMEL 10 TAL COURT

Mary Anne Sketuck 1320 Bingle 77055

David Cook 8342 Leafy Lane 77055

Ginny Langerkamp 8309 Leafy Lane 055

Tyla Langerkamp 8309 Leafy Lane 77055

Dated this the 12th day of December, 2006

2006-12-13 16:55

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas 77065.

Name

Address

~~Phone~~

MARK FUGONI

8406 MERLIN

for

JOY PURFURST 1314 Beck Rd

How Kay #6 TAC CT.

James R. Byrum 8413 Merlin Dr.

ST 037-43-1657

Dated this the ___ day of December, 2006

GF 06/2055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77005.

Name

Address

[Signature]

JIM SCHWABENLAND

8445 MERLIN DR

Houston, TX 77055

[Signature]
Paul Schwabenland

Dated:

12-13-06

7/2006 10:48 713665/305
GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.

Name	Address	Phone
Olson Twa nru	8313 Lazy Lane	713-647-6282
Eugenia Simon	1320 Modest Ln	713/428-4959

JOL

Dated: _____

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77005.

Name	Address	Phone
Oliver T. Tranter	8313 Lazy Lane	713-647-6282
Eugenia L. Larios	1320 Modesto Dr	713/428-4959
M. SOPHER	1318 Bingle	713-647-9250
Miss Stotak	1320 Bingle	713-4643734

Dated: _____

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
stamped herein by me, and was duly RECORDED. In the Official Public Records of Real Property of Harris
County Texas on

JAN - 8 2007



Dorothy L. Kayser

COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

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

12
Modif
24, 25
Z
VC

PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3

Subdivision: SPRING OAKS, SECTION 3, according to the map or plat thereof recorded under Volume 41, Page 10 of the Map Records of Harris County, Texas. *ll*

Current Deed Restrictions: Those recorded under Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

Purpose of Petition: The sole purpose of this Petition to Modify Deed Restrictions is to change the limitation on "stories in height" for single family dwellings in the Subdivision from one story to two stories.

Compliance with the Current Deed Restrictions: This Petition to Modify Deed Restrictions must receive the approval of a majority of the owners of the lots in the Subdivision in order to modify the Current Deed Restrictions. After the requisite approval has been received, the Modified Deed Restrictions set forth below shall be applicable to all lots in the Subdivision, effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

Proposed Modification: Upon compliance with the Current Deed Restrictions, the following restrictive covenants (the "Modified Deed Restrictions") shall apply to the Subdivision by incorporation into the Current Deed Restrictions. The Modified Deed Restrictions shall run with the land, bind and benefit each owner of property in the Subdivision and their heirs, executors, representatives, successors and assigns, and shall restrict all property in the Subdivision, whether or not referenced in subsequent deeds.

ARTICLE I
MODIFIED DEED RESTRICTIONS

1. The first sentence of Paragraph 2 of the Current Deed Restrictions is hereby deleted in its entirety and replaced with the following:

"No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant."
2. For reference purposes only, the following is a comparison of the original first sentence of Paragraph 2 of the Current Deed Restrictions to the modified version of the same set forth above:

"No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one story two stories in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant."

RP 069-78-1965

THE UNDERSIGNED EXECUTES THIS PETITION TO FACILITATE ITS RECORDING IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, AND TO EVIDENCE THE APPROVAL OF THE PETITION BY THE OWNERS IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO.

By: *Janelia Tse*
Name: Janelia Tse
Address: 8314 Leafy Lane, Houston, TX 77055
The East 45 ft. of Lot 272, and the West 36.5 ft. of
Lot 273, Block 17, Spring Oaks, Section 3

(101)
for

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before by Janelia Tse, on this the 31ST day of December, 2009.



[Notary Seal]

Santiago B. Rosas
Notary Public in and for the State of Texas

AFTER RECORDING
PLEASE RETURN TO:

Wilson, Cribbs & Goren, P.C.
2500 Fannin St.
Houston, Texas 77002

Wilson, Cribbs & Goren
COUNTY CLERK
HARRIS COUNTY, TEXAS

2010 JAN -6 PM 2:46

FILED

9961-82-690 JH

EXHIBIT A

SIGNATURE PAGE TO PETITION TO MODIFY DEED RESTRICTIONS FOR SPRING OAKS, SECTION 3

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Street Address:

Legal Description:

Bridgett Pracht
Printed Name: Bridgett Pracht

8526 Merlin
Houston, TX 77055

Lot 212, Block 13,
Spring Oaks, Section 3

JOHN BELEW
Printed Name: JOHN BELEW

8420 MERLIN
Houston, TX 77055

Lot 234, Block 14,
Spring Oaks, Section 3

Beverly Belew
Printed Name: Beverly Belew

8420 MERLIN
Houston, TX 77055

Lot 234, Block 14,
Spring Oaks, Section 3

Heather Rasmussen
Printed Name: Heather Rasmussen

8324 Merlin
Houston, TX 77055

Lot 281A, Block 18,
Spring Oaks, Section 3

Bynne Rasmussen
Printed Name: Bynne Rasmussen

8324 Merlin
Houston, TX 77055

Lot 281A, Block 18,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Street Address:

Legal Description:

Thelma E. Gafford
Printed Name: Thelma E. Gafford

8334 Leafy Ln
Houston, TX 77055

Lot 267, Block 17
Spring Oaks, Section 3

102

David Cook
Printed Name: David Cook

8342 Leafy Lane
Houston, TX 77055

Lot 265, Block 17
Spring Oaks, Section 3

102

M. Sopher
Printed Name: M. SOPHER

1318 Bingle
Houston, TX 77055

Lot 214, Block 13
Spring Oaks, Section 3

102

Patricia Rowley
Printed Name: PATRICIA ROWLEY

8424 Merlin
Houston, TX 77055

Lot 233, Block 14
Spring Oaks, Section 3

102

Charles J. Griffin
Printed Name: CHARLES GRIFFIN

2 The Court
Houston, TX 77055

Lot 238, Block 14
Spring Oaks, Section 3

102

Janice T. Griffin
Printed Name: Janice T Griffin

2741 Ct
Houston, TX 77055

Lot 238, Block 14
Spring Oaks, Section 3

102

Patricia G. Gueaga
Printed Name: Patricia Gueaga

8409 Merlin
Houston, TX 77055

^{259A}
Lot 260, Block 16
Spring Oaks, Section 3

102

Cody G. Gueaga
Printed Name: Cody Gueaga

8409 Merlin
Houston, TX 77055

^{259A}
Lot 260, Block 16
Spring Oaks, Section 3

102

Katherine Aubin
Printed Name: KATHERINE Aubin

8506 MERLIN
Houston, TX 77055

Lot 221, Block 13
Spring Oaks, Section 3

102

Walter Moody
Printed Name: WALTER MOODY

6 Tam Ct
Houston, TX 77055

Lot 231, Block 14
Spring Oaks, Section 3

202

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

UDAY TARE
Printed Name: UDAY TARE

MANSI SOSHI
Printed Name: MANSI SOSHI

Alisa Dawson
Printed Name: Alisa Dawson

GREG DAWSON
Printed Name: GREG DAWSON

Ben Schwabenland
Printed Name: Ben Schwabenland

JAMES SCHWABENLAND
Printed Name: JAMES SCHWABENLAND

CJANE THOMPSON
Printed Name: CJANE THOMPSON

Raymond G. Thompson
Printed Name: Raymond G. Thompson

CHANDA BROTEMARKLE
Printed Name: CHANDA BROTEMARKLE
De Boyes

Scott De Boyes
Printed Name: Scott De Boyes

Street Address:

Legal Description:

8513 MERLIN Lot 298, Block 15
Houston, TX 77055 Spring Oaks, Section 3

8513 MERLIN Lot 298, Block 15
Houston, TX 77055 Spring Oaks, Section 3

8501 MERLIN Lot 280, Block 15
Houston, TX 77055 Spring Oaks, Section 3

8501 MERLIN Lot 280, Block 15
Houston, TX 77055 Spring Oaks, Section 3

8445 MERLIN Lot 251, Block 16
Houston, TX 77055 Spring Oaks, Section 3

8445 MERLIN Lot 251, Block 16
Houston, TX 77055 Spring Oaks, Section 3

8429 MERLIN Lot 253, Block 16
Houston, TX 77055 Spring Oaks, Section 3

8429 MERLIN Lot 253, Block 16
Houston, TX 77055 Spring Oaks, Section 3

1322 Modiste AGAESTE Lot 225, Block 14
Houston, TX 77055 Spring Oaks, Section 3

1322 Modiste AGAESTE Lot 225, Block 14
Houston, TX 77055 Spring Oaks, Section 3

102

102

102

102

102

102

102

102

202

102

6961-87-690 11

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Matt Angell
Printed Name: Matt Angell

Angie Angell
Printed Name: Angie Angell

Pat Rowley
Printed Name: Patricia Rowley

Bob Ray Dawson
Printed Name: Bob Dawson

Jo Ann Fetzl
Printed Name: Jo Ann Fetzl

Stephen Monsen
Printed Name: STEPHEN MONSEN

Suzan Monse
Printed Name: SUZAN MONSEN

Jeannette L. Wright
Printed Name: JEANNETTE L. WRIGHT

RON GOLEY
Printed Name: RON GOLEY

Bill Fetzl
Printed Name: Bill Fetzl

Street Address:

Legal Description:

8421 MERLIN
Houston, TX 77055

~~2251~~ 256
~~2261~~ TRS 255
Lot 257A Block 16
Spring Oaks, Section 3

8421 MERLIN
Houston, TX 77055

~~2251~~ 256
~~2261~~ TRS 255
Lot 257A Block 16
Spring Oaks, Section 3

8424 MERLIN
Houston, TX 77055

Lot 233 Block 14
Spring Oaks, Section 3

#6 TAL CT
Houston, TX 77055

Lot 237 Block 14
Spring Oaks, Section 3

#2 Tam Ct
Houston, TX 77055

Lot 232 Block 14
Spring Oaks, Section 3

1318 Modiste
Houston, TX 77055

Lot 227 Block 14
Spring Oaks, Section 3

1318 Modiste
Houston, TX 77055

Lot 227 Block 14
Spring Oaks, Section 3

1320 Peck
Houston, TX 77055

Lot 227 Block 18
Spring Oaks, Section 3

8329 KENYON
Houston, TX 77055

Lot 290 Block 18
Spring Oaks, Section 3

2 TAM CT
Houston, TX 77055

Lot 232 Block 14
Spring Oaks, Section 3

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Frances P. Lahrman
Printed Name: Frances Lahrman

Lorraine Podd
Printed Name: Lorraine Podd

Joseph Graham
Printed Name: Joseph Graham

Kim Graham
Printed Name: Kim Graham

Bridgett Racht
Printed Name: Bridgett Racht

Olivia Melo
Printed Name: Olivia Melo

Oscar Morales
Printed Name: Oscar Morales

Adam Green
Printed Name: Adam Green

Lyndsey Green
Printed Name: Lyndsey Green

John Nelson
Printed Name: John Nelson

Street Address:

Legal Description:

1314
NEELY
Houston, TX 77055

Lot 217, Block 13
Lot 216, Block 13
Spring Oaks, Section 3

1322 Neely
Houston, TX 77055

Lot 218, Block 13
Spring Oaks, Section 3

1316 NEELEY
Houston, TX 77055

Lot 228, Block 13
Spring Oaks, Section 3

1316 NEELEY
Houston, TX 77055

Lot 220, Block 13
Spring Oaks, Section 3

8526 MEALIN
Houston, TX 77055

Lot 212, Block 13
Spring Oaks, Section 3

8530 MEALIN
Houston, TX 77055

Lot 211, Block 13
Spring Oaks, Section 3

8570 MERUN
Houston, TX 77055

Lot 211, Block 13
Spring Oaks, Section 3

8525 MERUN
Houston, TX 77055

Lot 245, Block 15
Spring Oaks, Section 3

8525 MERUN
Houston, TX 77055

Lot 245, Block 15
Spring Oaks, Section 3

8521 MERUN
Houston, TX 77055

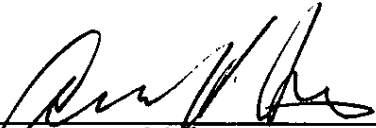
Lot 246, Block 15
Spring Oaks, Section 3

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

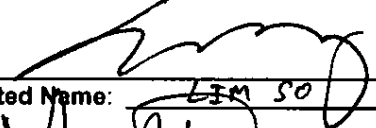

Printed Name: AARON SANG

Street Address:

Legal Description:

8405 MERLIN
Houston, TX 77055

Lot 261, Block 16,
Spring Oaks, Section 3


Printed Name: LIM SO

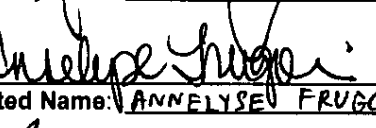
8405 MERLIN
Houston, TX 77055

Lot 261, Block 16,
Spring Oaks, Section 3


Printed Name: MARK FRUGONI

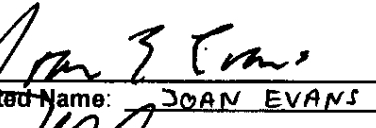
8406 MERLIN
Houston, TX 77055

Lot 240, Block 14,
Spring Oaks, Section 3


Printed Name: ANNELYSE FRUGONI

8406 MERLIN
Houston, TX 77055

Lot 240, Block 14,
Spring Oaks, Section 3


Printed Name: JOAN EVANS

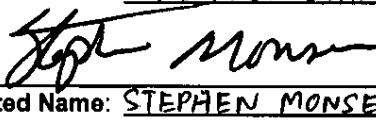
1309 PECH
Houston, TX 77055

Lot 262, Block 16,
Spring Oaks, Section 3


Printed Name: MICHAEL EVANS

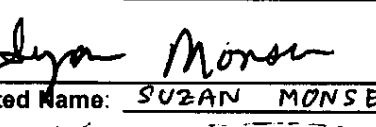
1309 PECH
Houston, TX 77055

Lot 262, Block 16,
Spring Oaks, Section 3


Printed Name: STEPHEN MONSEN

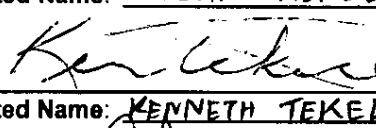
1318 MODISTE
Houston, TX 77055

Lot 227, Block 14,
Spring Oaks, Section 3


Printed Name: SUZAN MONSEN

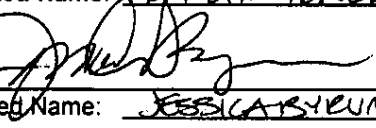
1318 MODISTE
Houston, TX 77055

Lot 227, Block 14,
Spring Oaks, Section 3


Printed Name: KENNETH TEKELL

8517 MERLIN
Houston, TX 77055

Lot 247, Block 15,
Spring Oaks, Section 3


Printed Name: JESSICA BYRUM

8413 MERLIN
Houston, TX 77055

TRs 258 &
Lot 259A, Block 16,
Spring Oaks, Section 3

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Street Address:

Legal Description:

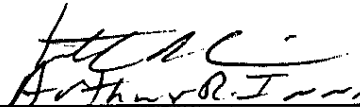
<i>Virginia D. Hamilton</i> Printed Name: <u>VIRGINIA D. HAMILTON</u>	<u>1330 KRIST</u> Houston, TX 77055	Lot <u>276</u> , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Robert Eutsler</i> Printed Name: <u>Robert Eutsler</u>	<u>8318 Leafy</u> Houston, TX 77055	Lot <u>271</u> ^{272A} , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Michele Eutsler</i> Printed Name: <u>Michele Eutsler</u>	<u>8318 Leafy</u> Houston, TX 77055	Lot <u>271</u> ^{272A} , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Julia Bagnall</i> Printed Name: <u>JULIA BAGNALL</u>	<u>8322 Leafy</u> Houston, TX 77055	TR265A Lot <u>268</u> , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Janelle Se</i> Printed Name: <u>Janelle Se</u>	<u>8314 Leafy</u> Houston, TX 77055	Lot <u>272</u> ²⁷³ , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Michael J. McRight</i> Printed Name: <u>MICHAEL J. MCRIGHT</u>	<u>8322 Leafy Ln</u> Houston, TX 77055	Lot <u>270</u> , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Jelly McRight</i> Printed Name: <u>JELLY MCRIGHT</u>	<u>8322 LEAFY LN</u> Houston, TX 77055	Lot <u>270</u> , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Virginia Laugenkamp</i> Printed Name: <u>VIRGINIA LAUGENKAMP</u>	<u>8309 Leafy Lane</u> Houston, TX 77055	Lot <u>286</u> , Block <u>18</u> , Spring Oaks, Section 3	<i>102</i>
<i>Tiler Laugenkamp</i> Printed Name: <u>TILOE LANGENKAMP</u>	<u>8309 Leafy Lane</u> Houston, TX 77055	Lot <u>286</u> , Block <u>18</u> , Spring Oaks, Section 3	<i>102</i>
<i>Laura Dye</i> Printed Name: <u>LAURA DYE</u>	<u>8341 Leafy Lane</u> Houston, TX 77055	Lot <u>292</u> , Block <u>18</u> , Spring Oaks, Section 3	<i>102</i>

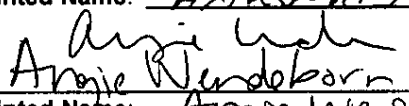
**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

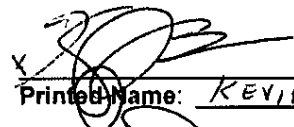
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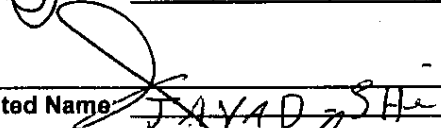
OWNER

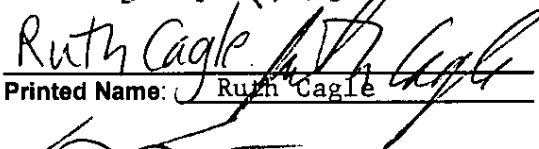
PROPERTY

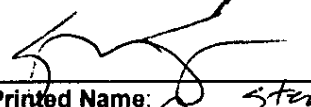

Printed Name: Arthur R. Jones

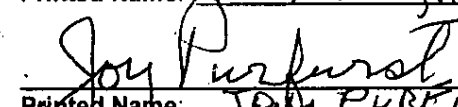

Printed Name: Angie Wendeborn

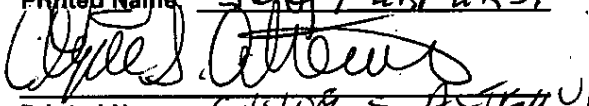

Printed Name: KEVIN OUTMAN

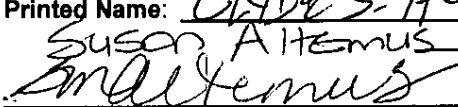

Printed Name: JAYAD SHE

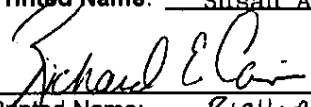

Printed Name: Ruth Cagle


Printed Name: Steve Cagle


Printed Name: JOY PURPURST


Printed Name: CLYDE S. ALTMAN


Printed Name: Susan Altman


Printed Name: RICHARD E. CAIN

Street Address:

Legal Description:

8313 Leafy Ln Lot 287 Block 18
Houston, TX 77055 Spring Oaks, Section 3

8313 Leafy Lot 287 Block 18
Houston, TX 77055 Spring Oaks, Section 3

8337 LEAFY LN Lot 291 Block 18
Houston, TX 77055 Spring Oaks, Section 3

8346 Leafy Ln Lot 264 Block 17
Houston, TX 77055 Spring Oaks, Section 3

1318 Pech Rd Lot 278 Block 18
Houston, TX 77055 Spring Oaks, Section 3

1318 Pech Rd Lot 278 Block 18
Houston, TX 77055 Spring Oaks, Section 3

1314 Pech Rd Lot 279 Block 18
Houston, TX 77055 Spring Oaks, Section 3

8320 Merlin R Lot 282A283 Block 18
Houston, TX 77055 Spring Oaks, Section 3

8320 Merlin Pr Lot 282A283 Block 18
Houston, TX 77055 Spring Oaks, Section 3

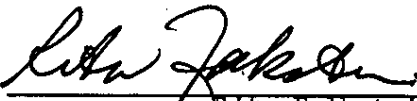
8316 MERLINDR Lot 284 Block 18
Houston, TX 77055 Spring Oaks, Section 3

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

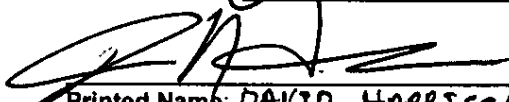
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OWNER

PROPERTY


Printed Name: Rita Falkstein

Street Address: 1721 MODISTE Legal Description: Lot 224, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: DAVID HARRISON

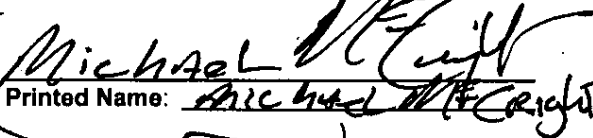
Neeley
1315 NEELEY Legal Description: Lot 713, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: JACQUELINE HARRISON

Neeley
1315 NEELEY Legal Description: Lot 213, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Kelly L. McCright

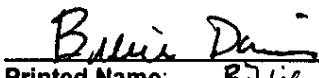
0322 LEAFY Legal Description: Lot 270, Block 17, 20
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Michael McCright

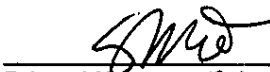
0322 LEAFY Legal Description: Lot 270, Block 17, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: George D. Parker Jr.

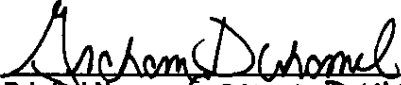
0417 MERUN Legal Description: Lot 257, Block 16, 20
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Billie Davis

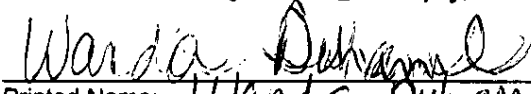
14 TAL CT. Legal Description: Lot 235, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Michael Scott Davis

14 TAL CT. Legal Description: Lot 235, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: GRAHAM DUHAMEL

10 TAL Legal Description: Lot 236, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Wanda Duhamel

10 TAL Legal Description: Lot 236, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

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OWNER

PROPERTY

Jerry M. Speers

Printed Name: Jerry M. Speers

Clara Kessler

Printed Name: CLARA KESSLER

Heather Hanka

Printed Name: Heather Hanka

Bill Davison

Printed Name: Bill Davison

Judy Davison

Printed Name: JUDY DAVISON

Robert C. Davis

Printed Name: ROBERT C. DAVIS

Rebecca A. Vogel

Printed Name: REBECCA A. Vogel

Randy P. Parker

Printed Name: RANDY P. PARKER

Printed Name: _____

James T. Barden

Printed Name: JAMES T. BARDEN

Street Address:

Legal Description:

8310 Merlin
Houston, TX 77055

Lot 285, Block 18,
Spring Oaks, Section 3

18

8322 Pech Rd
Houston, TX 77055

Lot 275, Block 17,
Spring Oaks, Section 3

18

1317 Pech Rd.
Houston, TX 77055

Lot 242, Block 14,
Spring Oaks, Section 3

18

1315 Pech
Houston, TX 77055

Lot 241, Block 14,
Spring Oaks, Section 3

18

1315 Pech
Houston, TX 77055

Lot 241, Block 14,
Spring Oaks, Section 3

18

8332 Merlin
Houston, TX 77055

Lot 280, Block 18,
Spring Oaks, Section 3

18

8332 Merlin
Houston, TX 77055

Lot 280, Block 18,
Spring Oaks, Section 3

18

14 TAM CT
Houston, TX 77055

Lot 229, Block 14,
Spring Oaks, Section 3

18

14 TAM CT
Houston, TX 77055

Lot 229, Block 14,
Spring Oaks, Section 3

1317 Pech Rd
Houston, TX 77055

Lot 242, Block 14,
Spring Oaks, Section 3

18

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and 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 the number Sequence on the date and at the
clerk's office by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County Texas on

JAN - 6 2010



Bruce P. Rayburn

COUNTY CLERK
HARRIS COUNTY, TEXAS

After recording return to:

INDEPENDENT BANK, DBA INDEPENDENT FINANCIAL
7677 Henneman Way
McKinney, Texas 75070
Attention: Loan Operations

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

FAH24014681

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES,
ASSIGNMENT OF RENTS, AND FINANCING STATEMENT**

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT (as amended, modified, or restated from time to time, this "***Deed of Trust***") is made on the date stated below by Debtor in favor of Trustee, for the benefit of Lender, who are identified and whose addresses are stated below. By signing this Deed of Trust, Debtor agrees to the terms and conditions and makes the covenants stated in this Deed of Trust.

"EFFECTIVE DATE": **DECEMBER 20, 2024**

"DEBTOR": **CASTILLE INVESTMENTS, LLC**
a Texas limited liability company
9018 Elizabeth Road, Houston, TX 77055
Attention: Chad J. Castille

"LENDER": **INDEPENDENT BANK DBA INDEPENDENT FINANCIAL**
7677 Henneman Way
McKinney, Texas 75070
Attention: Loan Operations

"TRUSTEE": **DANIEL W. BROOKS**

"NOTE": That certain **PROMISSORY NOTE** dated as of the Effective Date, in the original principal amount of **SIX HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$660,000.00)**, executed by Debtor and payable to Lender in accordance with the terms and conditions stated therein (as the same may be amended, modified, or restated from time to time, the "***Note***").

"LAND": The land described in Exhibit A attached hereto and made a part hereof for all purposes.

ARTICLE I SECURITY

1.01 CONVEYANCE IN TRUST. For value received, the receipt and sufficiency of which Debtor acknowledges, and to secure the payment of the Indebtedness described in Section 2.01 and performance of the covenants and agreements of Debtor stated in this Deed of Trust and in the Loan Documents, Debtor conveys the Property described in Section 1.02, including without limitation, the Land, to the Trustee in trust, with power of sale, **TO HAVE AND TO HOLD** the Property, together with the rights, privileges, and appurtenances thereto belonging unto the Trustee and the Trustee's substitutes or successors forever. Debtor binds itself and its heirs, executors, administrators, personal representatives, successors, and assigns to **WARRANT AND FOREVER DEFEND** the Property unto the Trustee, and the Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

1.02 PROPERTY. The Property covered by this Deed of Trust includes the Land and the following items described in this Section 1.02, whether now owned or hereafter acquired by Debtor, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust, and all rights, hereditaments and appurtenances pertaining thereto, all of which are referred to as the "Property":

(a) Any and all buildings, improvements (including, but not limited to, roads, curbs, gutters, public utilities, and drainage systems), and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the "Improvements");

(b) All equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personalty") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personalty is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;

(c) All water and water rights, timber, crops, and mineral interest pertaining to the Land;

(d) All building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements, and all other building materials, regardless of location, intended to be installed in or on the Land or the Improvements;

(e) All plans and specifications for the Improvements and for any future development of or construction on the Land and all contracts and subcontracts relating to the construction of the Improvements on the Land;

(f) All rights (but not Debtor's obligations) under any contracts relating to the Land, the Improvements, or the Personalty, including, without limitation, all sales and professional contracts;

(g) All deposits (including tenant security deposits), bank accounts, funds, deeds of trust, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;

(h) All rights (but not Debtor's obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise,

issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;

(i) All permits, licenses, franchises, certificates, and other rights and privileges now owned or held or hereafter obtained in connection with the Land, the Improvements, or the Personalty;

(j) All development rights, utility commitments, water and wastewater taps, living unit equivalents, capital improvement project contracts, utility construction agreements with any governmental authority, including municipal utility districts, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Land or the Improvements;

(k) All proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personalty;

(l) All proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, or the Personalty;

(m) All proceeds from the taking of any of the Land, the Improvements, the Personalty, or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law;

(n) All right, title, and interest in and to all streets, roads, public places, easements, and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land;

(o) All of the Leases, rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Land, the Improvements, or the Personalty, including without limitation cash or securities deposited pursuant to Leases to secure performance by the tenants of their obligations thereunder;

(p) All consumer goods located in, on, or about the Land or the Improvements or used in connection with the use or operation thereof; however, neither the term "consumer goods" nor the term "Personalty" includes clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes;

(q) All other interest of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personalty and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property and all of Debtor's rights (but not Debtor's obligations) under any covenants, conditions, and restrictions for the Land, as the same may be amended from time to time, including Debtor's rights, title, and interests thereunder as declarant or developer, if applicable; and

(r) All products and proceeds of the Personalty described in this Section 1.02 (the Personalty and other personal property described in this Section 1.02 being sometimes collectively referred to as the "Personal Property").

ARTICLE II INDEBTEDNESS AND PAYMENTS

2.01 INDEBTEDNESS. The indebtedness secured by this Deed of Trust (the “*Indebtedness*”) shall mean and include the following:

(a) The Indebtedness (as defined in the Loan Agreement) including any and all sums becoming due and payable pursuant to the Note;

(b) Any and all other sums becoming due and payable by Debtor to Lender as a result of advancements made by Lender pursuant to the terms and conditions of this Deed of Trust or any other Loan Documents securing or executed in connection with or otherwise relating to the Note, including without limitation the repayment of any future advances made by Lender to Debtor as provided in paragraph (c) below and the repayment of any sums advanced for the protection of Lender’s security pursuant to this Deed of Trust;

(c) Debtor and Lender contemplate that Lender will, from time to time, engage in various transactions and that from time to time other circumstances may arise, in which Debtor becomes obligated to Lender. Debtor understands that some of those transactions and circumstances may be of a type that is very different from the loan transaction evidenced in part by the Note and the circumstances connected therewith. Debtor desires and intends that Lender engage in all such transactions and deal generally with Debtor with the assurance that any and all indebtedness and obligations now owed, and that may hereafter become owing, to Lender from Debtor, will be secured by the liens arising hereunder. Therefore, the conveyance made by this Deed of Trust, in addition to being made to secure payment of the Note, is also made in trust to secure and enforce the payment of all other indebtedness and obligations of Debtor to Lender whether presently existing, or in any manner or means hereafter incurred by Debtor, and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries, guaranty agreements, liens or security interest, deeds of trust, or any other method or means including any renewal and extension of the Note, or of any part of any present or future indebtedness or other obligations, of Debtor and including any further loans and advances made by Lender to Debtor. The fact of repayment of all Indebtedness, and performance of all other obligations, of Debtor, to Lender shall not terminate the lien arising hereunder unless the same be released by Lender at the request of Debtor; but otherwise, it shall remain in full force and effect to secure all future advances, indebtedness, and other obligations, regardless of any additional security that may be taken as to any past or future indebtedness or other obligations. In no event shall this conveyance secure payment of any installment loan or any open-end line of credit established under the Texas Finance Code; and

(d) Any and all renewals, extensions, replacements, rearrangements, substitutions, or modifications of the Indebtedness, or any part of the Indebtedness.

2.02 OTHER LOAN DOCUMENTS. The term “*Loan Documents*” as used herein means this Deed of Trust, the Note, any guaranty and the other agreements, instruments and documents evidencing, securing, governing, guaranteeing, or pertaining to the Note, including, but not limited to, that certain **LOAN AND SECURITY AGREEMENT** dated as of even date herewith between Debtor and Lender (as amended, modified, or restated from time to time, the “*Loan Agreement*”). This Deed of Trust shall also secure the performance of all obligations and covenants of Debtor under this Deed of Trust and the other Loan Documents.

2.03 PAYMENT OF PRINCIPAL AND INTEREST. Debtor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and prepayment and late charges provided in the Note and all other sums secured by this Deed of Trust.

2.04 APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Debtor under the Note or this Deed of Trust shall be applied by Lender in the following order of priority: (a) amounts payable to Lender by Debtor under this Deed of Trust; (b) sums payable to Lender under the Note, to be applied to principal or interest as provided in any other Loan Document, or if no such provision, as Lender may determine in its discretion; and (c) any other sums secured by this Deed of Trust in such order as Lender, at Lender's option, may determine.

2.05 GUARANTOR. The term "Guarantor" shall include any person, company, or entity obligated to pay or guaranteeing collection of all or any portion of the Indebtedness, directly, or indirectly.

2.06 SUBROGATION TO EXISTING LIENS; VENDOR'S LIEN. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Debtor's request, and Lender shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the secured indebtedness, but the terms and provisions of this Deed of Trust shall govern and control the manner and terms of enforcement of the liens, security interests, charges and encumbrances to which Lender is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Lender, Debtor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness. If all or any portion of the proceeds of the Indebtedness evidenced by the Note or of any other secured indebtedness has been advanced for the purpose of paying the purchase price for all or a part of the Property, no vendor's lien is waived; and Lender shall have, and is hereby granted, a vendor's lien on the Property as cumulative additional security for the secured indebtedness. Lender may foreclose under this Deed of Trust or under the vendor's lien without waiving the other or may foreclose under both.

ARTICLE III SECURITY AGREEMENT

3.01 UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Deed of Trust is also intended to be a security agreement between Debtor, as debtor, and Lender, as secured party, pursuant to the UCC for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the UCC, and Debtor hereby grants Lender a security interest in all such items. Debtor shall pay all costs of filing any financing statement and any extensions, renewals, amendments, and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Debtor shall not create or suffer to be created pursuant to the UCC any other security interest in said items, including replacements and additions thereto. Upon the occurrence of an Event of Default, including the covenants to pay when due all sums secured by this Deed of Trust, Lender shall have the remedies of a secured party under the UCC and, at Lender's option, may also invoke the remedies provided in this Deed of Trust as to such items. In exercising any remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the UCC or of the remedies provided in this Deed of Trust.

3.02 NOTICES OF CHANGES. Debtor shall give advance notice in writing to Lender of any proposed change in Debtor's name or jurisdiction in which Debtor is organized, and shall execute and deliver to Lender, prior to or concurrently with the occurrence of any such change, all additional

financing statements that Lender may require to establish and maintain the validity and priority of Lender's security interest with respect to any of the Property.

3.03 FIXTURES. Some of the items of the Property are goods that are or are to become fixtures related to the Land. Debtor and Lender intend that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this Deed of Trust may be obtained from Lender, as secured party, at Lender's address stated above. The mailing address of the Debtor, as debtor, is as stated above.

ARTICLE IV ASSIGNMENT OF LEASES

4.01 ASSIGNMENT OF LEASES. Debtor assigns to Lender, and grants to Lender a security interest in, all of Debtor's rights, but not Debtor's obligations, under existing and future leases, including subleases, and any and all extensions, renewals, modifications, and replacements of such leases, upon any part of the Property (the "Leases"). Debtor also assigns to Lender all guaranties of tenant's performance under the Leases. Prior to an Event of Default, Debtor shall have the right, without joinder of Lender, to enforce the Leases, unless Lender directs otherwise.

4.02 WARRANTIES CONCERNING LEASES AND RENTS. Debtor represents and warrants that:

- (a) Debtor has good title to the Leases hereby assigned and authority to assign them, and no other person or entity has any right, title, or interest therein;
- (b) All existing Leases are valid, unmodified and in full force and effect, except as indicated herein and no default exists thereunder;
- (c) Unless otherwise provided herein, no Rents or other sums owing under the Leases have been or will be assigned, mortgaged, or pledged;
- (d) No Rents have been or will be anticipated, waived, released, discounted, set off or compromised; and
- (e) Except as indicated in the Leases, Debtor has not received any funds or deposits from any tenant that has not already been applied to the payment of accrued Rents.

4.03 DEBTOR'S COVENANTS OF PERFORMANCE. Debtor covenants to:

- (a) Perform all of its obligations under the Leases and give prompt notice to Lender of any failure to do so;
- (b) Give immediate notice to Lender of any notice Debtor receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases and provide Lender with any notice of default given by Debtor to any tenant under a Lease;
- (c) Enforce the tenant's obligations under the Leases;
- (d) Defend, at Debtor's expense, any proceeding pertaining to the Leases, including, if Lender so requests, any such proceeding to which Lender is a party; and

(e) Neither create nor permit any encumbrance upon Debtor's interest as landlord of the leases, except this Deed of Trust and any other encumbrances permitted by this Deed of Trust.

4.04 PRIOR APPROVAL FOR ACTIONS AFFECTING LEASES. Debtor shall not, without the prior written consent of Lender:

- (a) Receive or collect Rents under any Lease more than one month in advance;
- (b) Encumber or assign future Rents;
- (c) Waive or release any material obligation of any tenant under the Leases;

(d) Cancel, terminate, or materially modify any of the Leases, cause, permit or accept any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder;

- (e) Enter into any Leases after the date hereof.

4.05 ATTORNMENT OF TENANTS. All future Leases of the Property shall specifically provide: (a) that such Leases are subordinate to this Deed of Trust; (b) that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; (c) that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; (d) that the attornment of the tenant shall not be terminated by foreclosure; and (e) that Lender may, at Lender's option, accept or reject such attornments.

4.06 SETTLEMENT FOR TERMINATION. Debtor agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior written consent of Lender, and any check in payment of such damages shall be made payable to both Debtor and Lender. Debtor hereby assigns any such payment to Lender, to be applied to the Indebtedness as Lender may elect, and Debtor agrees to endorse any check for payment to the order of Lender.

4.07 LENDER IN POSSESSION. Lender's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a mortgagee in possession, nor obligate Lender to appear in or defend any proceeding relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Debtor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to person or property in or about the Property.

4.08 APPOINTMENT OF ATTORNEY. Debtor hereby appoints Lender its attorney-in-fact, coupled with an interest, empowering Lender to subordinate any Leases to this Deed of Trust.

4.09 INDEMNIFICATION; HOLD HARMLESS. Debtor hereby indemnifies and holds Lender harmless from all liability, damage, or expense incurred by Lender from any claims under the Leases, including without limitation any claims by Debtor with respect to Rents paid directly to Lender after an Event of Default and claims by tenants for security deposits or for rental payments more than one (1) month in advance and not delivered to Lender. All amounts indemnified against hereunder, including reasonable attorneys' fees, if paid by Lender shall bear interest at the Maximum Lawful Rate, shall be payable by Debtor immediately without demand, and shall be secured by this Deed of Trust.

4.10 RECORDS. Upon request by Lender, Debtor shall deliver to Lender executed originals of all Leases and copies of all records relating thereto.

4.11 MERGER. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Land without the prior written consent of Lender.

4.12 RIGHT TO RELY. Debtor authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Debtor and regardless of whether Lender has taken possession of any other portion of the Property, and the tenants may rely upon any written statement by Lender to the tenants.

ARTICLE V ASSIGNMENT OF RENTS

5.01 ASSIGNMENT OF RENTS. As part of the consideration for the Indebtedness, and for other valuable consideration, the receipt and sufficiency of which Debtor acknowledges, Debtor hereby assigns and transfers to Lender all rents, issues, income, receipts, and profits from the Property, and all security deposits and other security therefor, and any other property defined as “rents” under Chapter 64 of the Texas Property Code (collectively, the “Rents”), including those now due, or to become due by virtue of any Lease or other agreement for the occupancy or use of all or part of the Property, regardless of to whom the Rents are payable. Debtor authorizes Lender or Lender’s agents to collect the Rents and directs each tenant of the Property to pay such Rents to Lender or Lender’s agents; provided, however, that prior to the occurrence of an Event of Default, Debtor shall collect and receive all Rents as trustee for the benefit of Lender and Debtor, to apply the Rents so collected to the sums secured by this Deed of Trust in the order provided in Section 2.04 with the balance, so long as no such Event of Default has occurred, to the account of Debtor.

5.02 EVENT OF DEFAULT. Upon the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all the Rents specified in this Article V as the same become due and payable, including without limitation Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be held by Debtor as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Debtor of the breach by Debtor shall contain a statement that Lender exercises its rights to such Rents. Debtor agrees that, commencing upon delivery of such written notice of an Event of Default by Lender to Debtor, each tenant of the Property shall make such Rents payable to and pay such Rents to Lender or Lender’s agents on Lender’s written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of any tenant to inquire further as to the existence of an Event of Default.

5.03 DEBTOR’S COVENANTS. Debtor covenants that Debtor has not executed any prior assignment of the Rents or any portion thereof, that Debtor has not performed, and will not perform, any acts and has not executed, and will not execute, any Deed of Trust which would prevent Lender from exercising its rights under this Article V and that at the time of execution of this Deed of Trust there has been no anticipation or prepayment of any of the Rents for more than **THIRTY (30)** days prior to the due dates of such Rents. Debtor covenants that Debtor will not hereafter collect or accept payment of any Rents more than **THIRTY (30)** days prior to the due dates of such Rents without prior written consent of Lender. Debtor further covenants that Debtor will execute and deliver to Lender such further assignments of Rents as Lender may from time to time request.

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

5.05 APPLICATION OF RENTS. All Rents collected subsequent to the occurrence of an Event of Default shall be applied first to the reasonable costs, if any, of taking control of and managing the Property and collecting the Rents, including without limitation attorneys' fees, receiver's fees, premiums on receiver's bonds, reasonable costs of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and to the reasonable costs of discharging any obligation or liability of Debtor as landlord of the Property, and then to the sums secured by this Deed of Trust. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received. Lender shall not be liable to Debtor, anyone claiming under or through Debtor or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Article V.

5.06 INSUFFICIENT RENTS. If Rents are not sufficient to meet the reasonable costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become Indebtedness of Debtor to Lender secured by this Deed of Trust. Unless Lender and Debtor agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Debtor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note, unless payment of such interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Debtor under applicable law.

5.07 NO WAIVER; TERM. Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of the Rents shall terminate at such time as this Deed of Trust ceases to secure the Indebtedness held by Lender.

ARTICLE VI DEBTOR'S REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS

Debtor covenants, warrants, represents to, and agrees with Lender as follows:

6.01 PAYMENT AND PERFORMANCE. Debtor shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Debtor's covenants, obligations and liabilities under this Deed of Trust and the other Loan Documents.

6.02 TITLE TO PROPERTY AND LIENS OF THIS DEED OF TRUST. Debtor has good and indefeasible title to the Land and the Improvements and good and marketable title to the Personal Property, free and clear of any liens, charges, encumbrances, security interests, and adverse claims whatsoever. If the interest of Lender in the Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Debtor authorizes Lender, at Debtor's expense, to take all

necessary and proper steps for the defense of such interest, including the employment of attorneys, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest.

6.03 TITLE INSURANCE. Debtor shall, at its sole cost and expense, obtain and maintain mortgagee title insurance (in the form of a commitment, binder, or policy as Lender may require) in form acceptable to Lender in an amount equal to the amount of the Note.

6.04 INSURANCE. Debtor shall promptly obtain and deliver to Lender insurance policies with premiums paid providing extended coverage for all Improvements and other Property against damage by fire and lightning and against such other risks as Lender may require. In case of loss, Lender, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same toward payment of the Indebtedness, taxes, or other sums due and owing by Debtor in connection with the Property in accordance with the Loan Agreement. Should the Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the personal property secured by this Mortgage/Deed of Trust, Security Agreement or Financing Statement shall be limited to those items specifically covered, currently or hereafter, by Coverage A of the Standard Flood Insurance Policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act, as it may be amended from time to time.

6.05 TAXES AND ASSESSMENTS. Debtor shall pay all taxes and assessments against or affecting the Property as the same become due and payable, and, upon request by Lender, Debtor shall deliver to Lender such evidence of the payment thereof as Lender may require. If Debtor fails to do so, Lender may pay them, together with all penalties and reasonable costs thereon, at Debtor's expense; provided, however, that Debtor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest their validity. Pending such contest, Debtor shall not be deemed in default under this Deed of Trust because of such nonpayment if: (a) prior to delinquency of the asserted tax or assessment, Debtor furnishes Lender an indemnity bond secured by a deposit in cash or other security acceptable to Lender, or with a surety acceptable to Lender, in the amount of the tax or assessment being contested by Debtor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated; and (b) Debtor promptly pays any amount adjudged by a court of competent jurisdiction to be due with all costs, penalties and interest thereon, on or before the date such judgment becomes final. In any event, the tax, assessment, penalties, interest, and costs shall be paid prior to the date on which any writ or order is issued under which the Property or any part of the Property may be sold in satisfaction thereof.

6.06 TAX AND INSURANCE ESCROW. During the existence of an Event of Default, Debtor agrees to establish reserve accounts for real estate taxes, insurance premiums, and other impositions as may be reasonably requested by Lender from time to time.

6.07 CONDEMNATION.

(a) Debtor assigns to Lender all judgments, decrees, and awards for injury or damage, direct or consequential, to the Property, and all awards pursuant to proceedings for condemnation or other taking, whether direct or indirect, of the Property or any part of the Property.

(b) In the event Lender, as a result of any such judgment, decree, or award, reasonably believes that the payment or performance of any obligation secured by this Deed of Trust is impaired, Lender may, without notice, declare all of the Indebtedness immediately due and payable.

6.08 TAXES ON NOTE OR DEED OF TRUST. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, title, liens, or security interests created by this Deed of Trust, or upon the Note, or any part of the Indebtedness, Debtor shall immediately pay all such taxes; provided that, if it is unlawful for Debtor to pay such taxes, Debtor shall prepay the Note in full without penalty within **THIRTY (30)** days after demand therefor by Lender.

6.09 STATEMENTS BY DEBTOR. At the request of Lender, Debtor shall furnish promptly a written statement or affidavit, in such form as may be required by Lender, stating the unpaid balance of the Note, the date to which interest has been paid and that there are no offsets or defenses against full payment of the Note and performance of the terms of the Loan Documents, or, if there are such offsets or defenses, specifying them.

6.10 REPAIR, WASTE, ALTERATIONS, ETC. Debtor shall keep every part of the Property in good operating order, repair, and condition and shall not commit or permit any waste thereof. Debtor shall make promptly all repairs, renewals, and replacements necessary to such end. Debtor shall discharge all claims for labor performed and material furnished therefor and shall not suffer any lien of mechanics or materialmen to attach to any part of the Property. Debtor shall have the right to contest in good faith the validity of any such mechanic's or materialman's lien, provided Debtor shall first furnish Lender a bond or other security satisfactory to Lender in such amount as Lender shall reasonably require, but not more than **ONE HUNDRED TWENTY PERCENT (120.00%)** of the amount of the claim, and provided further that Debtor shall thereafter diligently proceed to cause such lien to be removed and discharged. If Debtor shall fail to discharge any such lien, then, in addition to any other right or remedy of Lender, Lender may, but shall not be obligated to, discharge the lien, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or by taking such action as may be prescribed by law. Debtor shall guard every part of the Property from removal, destruction, and damage, and shall not do or suffer to be done any act whereby the value of any part of the property may be lessened. Debtor or any tenant or other person shall not materially alter the Property without the prior written consent of Lender.

6.11 NO DRILLING OR EXPLORATION. Without the prior written consent of Lender, there shall be no drilling or exploring for or extraction, removal, or production of minerals from the surface or subsurface of the Land. The term "minerals" as used in this Deed of Trust shall include without limitation oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

6.12 COMPLIANCE WITH LAWS. Debtor, the Property, and Debtor's use of the Property shall comply with all laws, rules, ordinances, regulations, covenants conditions, restrictions, orders and decrees of any governmental authority or court applicable to Debtor or the Property and its use, and Debtor shall pay all fees or charges of any kind in connection therewith. Debtor shall not initiate, participate in, or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

6.13 CERTAIN REPORTS AND INFORMATION. Debtor shall promptly deliver such information concerning Debtor, any Guarantor, and the Property as Lender may request.

6.14 HOLD HARMLESS. Debtor shall defend, at Debtor's own cost and expense, and hold Lender harmless from, any proceeding or claim in any way relating to the Property or the Loan Documents. All reasonable costs and expenses incurred by Lender in protecting its interest under this Deed of Trust, including all court costs and reasonable attorneys' fees and expenses, shall be borne by

Debtor. The provisions of this Section shall survive the payment in full of the Indebtedness and the release of this Deed of Trust as to events occurring and causes of action arising before such payment and release.

6.15 FURTHER ASSURANCES. Debtor, upon the request of Lender, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable, or proper to carry out the purposes of this Deed of Trust or the other Loan Documents and to subject to the liens and security interests created by this Deed of Trust or the other Loan Documents any Property intended to be covered by this Deed of Trust and the other Loan Documents pursuant to their terms, including without limitation any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Property.

6.16 RECORDING AND FILING. Debtor shall cause this Deed of Trust and the other recordable Loan Documents and all amendments, supplements, extensions, and substitutions thereof to be recorded, filed, re-recorded, and refiled in such manner and in such places as Lender shall reasonably request. Debtor shall pay all such recording, filing, re-recording, and re-filing fees, title insurance premiums, and other charges.

6.17 PAYMENT OF DEBTS. Debtor shall promptly pay when due all obligations regarding the ownership and operation of the Property, except any such obligations which are being diligently contested in good faith by appropriate proceedings and as to which Debtor, if requested by Lender, shall have furnished to Lender security satisfactory to Lender.

6.18 INSPECTION. Lender may make or cause to be made reasonable entries upon, and inspections of, the Property.

6.19 PROTECTION OF LENDER'S SECURITY.

(a) If Debtor fails to perform the covenants and agreements contained in this Deed of Trust, or any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including without limitation eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Lender, at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including without limitation, (i) disbursement of attorneys' fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided herein.

(b) Any amounts disbursed by Lender pursuant to this Section with interest thereon, shall become additional indebtedness of Debtor secured by this Deed of Trust. Unless Debtor and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Debtor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Debtor under applicable law. Debtor covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section shall require Lender to incur any expense or take any action under this Deed of Trust.

6.20 SUBORDINATE DEED OF TRUST. Debtor shall not, without the prior written consent of Lender, grant any lien, security interest, or other encumbrance (a "*Subordinate Deed of Trust*") covering any of the Property. If Lender consents to a Subordinate Deed of Trust or if the foregoing

prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Deed of Trust shall contain express covenants to the effect that:

(a) The Subordinate Deed of Trust is unconditionally subordinate to this Deed of Trust;

(b) If any action (whether judicial or pursuant to a power of sale) shall be instituted to foreclose or otherwise enforce the Subordinate Deed of Trust, no tenant of any of the Leases shall be named as a party defendant, and no action shall be taken that would terminate any occupancy or tenancy without the prior written consent of Lender;

(c) Rents, if collected by or for the holder of the Subordinate Deed of Trust, shall be applied first to the payment of the Indebtedness then due and expenses incurred in the ownership, operation, and maintenance of the Property in such order as Lender may determine, prior to being applied to any indebtedness secured by the Subordinate Deed of Trust; and

(d) Written notice of default under the Subordinate Deed of Trust and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Deed of Trust shall be given to Lender with or immediately after the occurrence of any such default or commencement.

6.21 LIENS. Debtor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Deed of Trust, and Debtor shall pay, when due, the claims of any person supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Debtor shall not allow any lien inferior to this Deed of Trust to be perfected against the Property.

6.22 BUSINESS USE. Debtor warrants and represents to Lender that the proceeds of the Note will be used solely for business or commercial purposes, and in no way will the proceeds be used for personal, family or household purposes.

6.23 NON-HOMESTEAD. Debtor warrants and represents to Lender that the Property is not the business or residential homestead of Debtor or any other person. Debtor has no present intent to occupy in the future or use or claim in the future the Property either as business or residential homestead.

6.24 APPRAISAL. Lender may at its option obtain at Debtor's expense an appraisal of the Property or any part thereof by a third-party appraiser selected and instructed by Lender. The reasonable costs of each such appraisal shall be payable by Debtor to Lender on demand (which obligation Debtor hereby promises to pay). Such appraisal shall be obtained as often as deemed necessary by Lender or as required by any law or regulation applicable to Lender or loans of the type evidenced by the Note. Each such appraiser and appraisal shall be satisfactory to Lender. The reasonable costs of each such appraisal obtained pursuant to this Section shall be payable by Debtor to Lender on demand (which obligation Debtor hereby promises to pay) and shall be a part of an obligation of Debtor to Lender secured by this Deed of Trust, unless prohibited by applicable law. Debtor agrees to cooperate fully with Lender, Lender's agents, and any appraiser selected by Lender in connection with any appraisal desired or required pursuant to this Section.

ARTICLE VII EVENTS OF DEFAULT

The occurrence of an Event of Default under the Loan Agreement shall be an Event of Default hereunder.

**ARTICLE VIII
DEFAULT AND REMEDIES**

8.01 ACCELERATION AND WAIVER OF NOTICES. Upon the occurrence of an Event of Default, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Debtor acknowledges that the power of sale granted to Lender may be exercised by Lender without prior judicial hearing. Debtor and each Guarantor (by the execution and delivery of Guarantor's guaranty), surety, and endorser of all or any part of the Indebtedness expressly waive all presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, notices of intention to demand payment, demands for payment, protests, and notices of protest.

8.02 NOTICE OF SALE. Notice of sale of all or part of the Property by the Trustee shall be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made, at least **TWENTY-ONE (21)** days preceding the date of the sale, and if the Property to be sold is in more than one county a notice shall be posted at the courthouse door (or other area in the courthouse as may be designated for such public notices) and filed with the county clerk of each county in which the Property to be sold is situated or as otherwise required by the Texas Property Code. If the Property to be sold is in more than one county, the notice shall designate the county in which the Property is to be sold. In addition, Lender shall, at least **TWENTY-ONE (21)** days preceding the date of sale, serve written notice of the proposed sale by certified mail on Debtor and each person obligated to pay the Indebtedness secured hereby according to the Lender's records. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such person at the most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States postal service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be *prima facie* evidence of the fact of service. Any notice that is required or permitted to be given to Debtor may be addressed to Debtor at Debtor's address as stated above. Any notice that is to be given by certified mail to any other person may, if no address for such other person is shown by records of Lender, be addressed to such other person at the address of Debtor as is shown by the records of Lender. Notwithstanding the foregoing provisions of this Section notice of such sale given in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, his successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the Property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale.

8.03 TRUSTEE'S SALE. Lender may require the Trustee to sell all or part of the Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Property or any part thereof is situated, or if the Property is located in more than one county such sale or sales may be made at the courthouse in any county in which the Property is situated. All sales shall take place at such area of the courthouse as shall be properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, as such other area in the courthouse as may be provided in the notice of sale hereinafter described) of the specified county, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. (the commencement of such sale to occur within three hours following the time designated in the above described notice of sale as the earliest time at which such sale shall occur, if required by applicable law) on the first Tuesday of any month, after

giving notice of the time, place and terms of said sale (including the earliest time at which such sale shall occur) and of the Property to be sold in the manner hereinafter described. To the extent permitted by applicable law, any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Trustee may sell all or any portion of the Property, together or in lots or parcels. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Personal Property to be sold at such sale, Lender may bid and become the purchaser of all or any part of the Property at any trustee's or foreclosure sale hereunder, and the amount of Lender's successful bid may be credited on the Indebtedness. In the event any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the power of sale hereunder, and Lender shall have the right to cause a subsequent sale or sales to be made hereunder.

8.04 PARTIAL SALES. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Indebtedness and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Debtor shall never have any right to require the sale of less than the whole of the Property, but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property. If there is a default on the payment of any installment on the Note or any portion of the Indebtedness, and Lender elects not to accelerate the unpaid balance of the Note or Indebtedness, Lender shall have the option to proceed with foreclosure in satisfaction of such unpaid installment or other amount either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due. It is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness.

8.05 FORECLOSURE OF ALL PROPERTY. The Land, Improvements, and Personal Property may be sold in one or more public sales pursuant to the Texas Property Code and the UCC. Debtor shall assemble the Personal Property and make it available to Lender upon Lender's written request. Debtor and all persons obligated to pay the Indebtedness agree that notice of sale of the Property provided pursuant to Section 8.02 above and pursuant to the Texas Property Code is and shall constitute commercially reasonable notice of the sale of the Property or any part of the Property. Lender shall also be entitled to foreclose its security interests against the Personal Property in accordance with any other rights and remedies Lender may have as a secured party under the UCC.

8.06 TRUSTEE'S DEED. Trustee shall deliver to the purchaser a Trustee's deed and such other assignments and documents of transfer and sale as Trustee may deem necessary conveying the Property so sold in fee simple with covenants of general warranty. Debtor covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. At any such sale (a) Debtor hereby agrees, in its behalf and in behalf of Debtor's heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Lender, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all persons legally entitled thereto, the time, the place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by Lender or by Trustee hereunder, shall be taken by all courts of law and equity as *prima facie* evidence that the statements or recitals state facts and are without further question to be so accepted, and Debtor

hereby ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue hereof, and (b) the purchaser may disaffirm any easement granted, subdivision plat filed, or rental, lease or other contract made in violation of any provision of this Deed of Trust, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement, subdivision plat, or rental, lease or other contract.

8.07 PROCEEDS OF SALE. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's fees and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

8.08 POSSESSION AFTER SALE. Debtor or any person holding possession of the Property through Debtor shall immediately surrender possession of the Property to the purchaser at such sale upon the purchaser's written demand. If possession is not surrendered upon the purchaser's written demand, Debtor or such person shall be a tenant at sufferance and may be removed by writ of possession or by an action for forcible entry and detainer.

8.09 COSTS AND EXPENSES. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts, and title reports.

8.10 SUBSTITUTE TRUSTEE. Lender, at Lender's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all title, power, and duties conferred upon the Trustee by this Deed of Trust and by applicable law.

8.11 REMEDIES CUMULATIVE. Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

8.12 FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, nor shall Lender's receipts of any awards, proceeds or damages under this Deed of Trust operate to cure or waive Debtor's default in payment of sums secured by this Deed of Trust.

8.13 WAIVER OF DEFICIENCY STATUTE. In the event an interest in any of the Property is foreclosed upon pursuant to a judicial or non-judicial foreclosure sale, Debtor agrees as follows: notwithstanding the provisions of Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law, Debtor agrees that Lender shall be entitled to seek a deficiency judgment from Debtor and any other party obligated on the Note equal to the difference between the amount owing on the Note and the amount for which the Property was sold pursuant to judicial or non-judicial foreclosure sale. Debtor expressly recognizes that this Section constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Debtor and other persons against whom recovery of deficiencies is sought or Guarantor

independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Debtor further recognizes and agrees that this waiver creates an irrefutable presumption that the foreclosure sale price is equal to the fair market value of the Property for purposes of calculating deficiencies owed by Debtor, Guarantor, and others against whom recovery of a deficiency is sought.

8.14 WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Debtor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice of this Deed of Trust and Lender's rights and interests under this Deed of Trust, hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided by this Deed of Trust.

ARTICLE IX ENVIRONMENTAL, HEALTH, AND SAFETY MATTERS

The terms and conditions of the Environmental Risk Agreement are incorporated herein by reference as if set forth herein.

ARTICLE X MISCELLANEOUS PROVISIONS

10.01 RELEASE. Upon payment of all sums and the performance of all obligations secured by this Deed of Trust, Lender shall release this Deed of Trust. Debtor shall pay Lender's reasonable costs incurred in releasing this Deed of Trust.

10.02 DEBTOR AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Debtor, Debtor's successors or assigns or any junior lienholder or Guarantor, without liability on Lender's part and notwithstanding the existence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from the liens of this Deed of Trust any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Debtor to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section shall not affect the obligation of Debtor or Debtor's successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of Debtor contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the Indebtedness or any part thereof, and shall not affect the liens or priority of liens of this Deed of Trust on the Property. Debtor shall pay Lender a reasonable charge, together with such title insurance premiums and attorneys' fees as may be incurred at Lender's option, for any such action if taken at Debtor's request.

10.03 POWER OF ATTORNEY. Debtor hereby irrevocably appoints Lender as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time following the occurrence and during the continuation of an Event of Default in Lender's reasonable discretion, to take any action and to

execute any instrument which Lender may deem necessary or appropriate to enforce the rights of Lender with respect to the Property.

10.04 NOTICE. All notices or other communications required or permitted to be given pursuant to this Deed of Trust shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving notice to the other party in the manner set forth herein.

10.05 SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Debtor.

10.06 JOINT AND SEVERAL LIABILITY. All covenants and agreements of Debtor (if more than one) shall be joint and several.

10.07 AGENTS. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender.

10.08 GOVERNING LAW. THIS DEED OF TRUST SHALL BE GOVERNED BY THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS.

10.09 SEVERABILITY. In the event that any provision of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

10.10 USURY DISCLAIMER. The term "Maximum Lawful Rate" means the maximum rate of interest and the term Maximum Lawful Amount means the maximum amount of interest that is permissible under applicable state or federal law for the type of loan evidenced by the Note and the other Loan Documents. Lender does not intend to contract for, charge or receive more than the Maximum Lawful Rate or Maximum Lawful Amount permitted by applicable state or federal law, and to prevent such an occurrence Lender and Debtor agree that all amounts of interest, whenever contracted for, charged or received by Lender, with respect to the loan of money evidenced by the Note or with respect to any other amount payable under this Deed of Trust or any of the other Loan Documents, shall be spread, prorated or allocated over the full period of time the Note is unpaid, including the period of any renewal or extension of the Note. If demand for payment of the Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand shall be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that the Note thereafter remains unpaid for the purpose of determining if such Interest exceeds the Maximum Lawful Amount. At maturity (including maturity due to Lender's acceleration of the Note) or on earlier final payment of the Note, Lender shall compute the total amount of interest that has been contracted for,

charged or received by Lender or payable by Debtor under the Note and compare such amount to the Maximum Lawful Amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Debtor exceeds the Maximum Lawful Amount, then Lender shall apply such excess to the reduction of the principal balance and not to the payment of interest; or if such excess interest exceeds the unpaid principal balance, such excess shall be refunded to Debtor. This provision concerning the crediting or refund of excess Interest shall control and take precedence over other agreements between Debtor and Lender so that under no circumstances shall the total interest contracted for, charged or received by Lender exceed the Maximum Lawful Amount.

10.11 PARTIAL INVALIDITY. In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

10.12 CAPTIONS. The captions and headings of the Articles and Sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms and provisions of this Deed of Trust.

10.13 DEFINITIONS. Capitalized terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Loan Agreement.

10.14 WAIVER OF JURY TRIAL. DEBTOR AND LENDER EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS DEED OF TRUST OR ANY RELATED DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ANY RELATED DOCUMENT OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. DEBTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS DEED OF TRUST ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

10.15 PATRIOT ACT NOTICE. LENDER HEREBY NOTIFIES DEBTOR AND EACH GUARANTOR THAT PURSUANT TO THE REQUIREMENTS OF THE USA PATRIOT ACT, 31 U.S.C. § 5318 (THE "ACT"), IT IS REQUIRED TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES DEBTOR AND EACH GUARANTOR, WHICH INFORMATION INCLUDES THE NAME AND ADDRESS OF DEBTOR AND EACH GUARANTOR AND OTHER INFORMATION THAT WILL ALLOW SUCH LENDER TO IDENTIFY DEBTOR AND EACH GUARANTOR IN ACCORDANCE WITH THE ACT.

10.16 FACT ACT CERTIFICATION. Debtor hereby acknowledges that Lender may report information about the Indebtedness of Debtor to credit bureaus. Late payments, missed payments or other defaults on the Indebtedness may be reflected in Debtor's credit report.

10.17 INCORPORATION OF NOTICE OF FINAL AGREEMENT. It is the intention of Debtor, Guarantor and Lender that the following **NOTICE OF FINAL AGREEMENT** be incorporated by reference into each of the Loan Documents (as the same may be amended, modified, or restated from time to time). Debtor, Guarantor and Lender warrant and represent that the entire agreement made and existing by or among Debtor, Guarantor and Lender with respect to the Indebtedness is and shall be

contained within the Loan Documents, and that no agreements or promises exist, or shall exist, by or among, Debtor, Guarantor and Lender that are not reflected in the Loan Documents.

NOTICE OF FINAL AGREEMENT

THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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EXECUTED as of the date of the acknowledgement below, but to be effective as of the Effective Date.

DEBTOR:

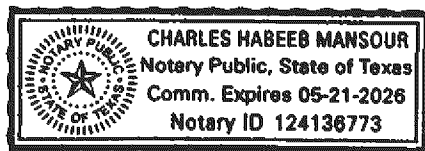
CASTILLE INVESTMENTS, LLC

9018 Elizabeth Road, Houston, TX 77055

By: [Signature]
Name: Chad J. Castille
Title: Authorized Representative

STATE OF TEXAS §
COUNTY OF Harris §
§

This instrument was ACKNOWLEDGED before me, on 12-20, 2024, by **CHAD J. CASTILLE**, Authorized Representative of CASTILLE INVESTMENTS, LLC, on behalf of said company.



[Signature]
Notary Public, State of Texas

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

RP-2024-475873
Pages 23
12/23/2024 07:16 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$109.00

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

T159537

After Recording Return To:

STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK
777 E. EISENHOWER PKWY., #700
ANN ARBOR, MI 48108
Attn:

CHICAGO TITLE
GF 226014

519-99-2600

07/23/98 200709783 T159537 \$17.00

Loan No: 603324534

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on July 17th, 1998.
The grantor is STEPHEN N. MONSEN AND SUZAN B. MONSEN HUSBAND AND WIFE

("Borrower"). The trustee is MALCOLM D. GIBSON, whose

address is THREE RIVERWAY, SUITE 400 HOUSTON, TEXAS 77056

("Trustee"). The beneficiary is MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT

, which is organized and existing under the laws of THE STATE OF TEXAS, and whose address is

2000 BERING DRIVE, SUITE 550 HOUSTON, TEXAS 77057

("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Four Thousand and 00/100

Dollars (U.S. \$ 124,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2028. This Security

Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in HARRIS County, Texas:

LOT TWO HUNDRED TWENTY-SEVEN (227), BLOCK FOURTEEN (14) OF SPRING OAKS, SECTION THREE (3), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 41, PAGE 10, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

which has the address of 1318 MODISTE DRIVE, HOUSTON

Texas 77055 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

TEXAS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
F1534.LMG (6/98) Page 1 of 5.

Form 3044 9/90

603324534

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon Payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Form 3044 9/90

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public vendue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

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

519-99-2681
If the Property is sold pursuant to this paragraph 21, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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

25. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

26. Waiver of Notice of Intention to Accelerate. Borrower waives the right to notice of intention to require immediate payment in full of all sums secured by this Security Instrument except as provided in paragraph 21.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower 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)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

28. Purchase Money; Vendor's Lien; Renewal and Extension. [Complete as appropriate]

THE NOTE SECURED HEREBY IS SECURED BY THE VENDOR'S LIEN RETAINED IN THE DEED OF EVEN DATE HERewith CONVEYING THE PROPERTY TO BORROWER, WHICH VENDOR'S LIEN HAS BEEN ASSIGNED TO LENDER, THIS DEED OF TRUST BEING ADDITIONAL SECURITY THEREFOR.

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

Witnesses:

Borrower Stephen N. Monsen (Seal)
Social Security Number _____

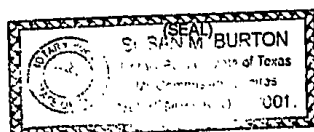
Borrower Suzan B. Monsen (Seal)
Social Security Number _____

[Space Below This Line For Acknowledgment]

STATE OF TEXAS
COUNTY OF HARRIS } ss:
Before me Susan M. Burton on this day personally appeared
STEPHEN N. MONSEN AND SUZAN B. MONSEN HUSBAND AND WIFE

known to me (or proved to me on the oath of _____) or through
photo ID to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein
expressed.

Given under my hand and seal of office this 17th day of July, A.D., 1998.

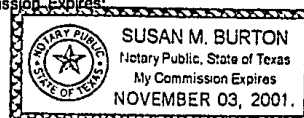


F1534.LMG (5/98)

603324534

My Commission Expires:

Page 5 of 5



Form 3044 9/90

519-99-2665

FILED

98 JUL 23 PM 2:27

Beverly R. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR SEX IS UNLAWFUL 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, on

JUL 23 1998



Beverly R. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

T159538

Loan No. 603324534

CHICAGO TITLE

GF 22604

ASSIGNMENT OF LIEN

519-99-2680

07/23/98 200709784 T159538

\$9.00

STATE OF TEXAS
COUNTY OF HARRIS

} ss: KNOW ALL PEOPLE BY THESE PRESENTS:

THAT the undersigned, the present legal and equitable owner and holder of the following to-wit:

That one certain promissory note dated July 17, 1998 in the original principal amount of \$ 124,000.00 executed by STEPHEN N. MONSEN AND SUZAN B. MONSEN

payable to the order of MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT and secured by Deed of Trust of even date therewith to MALCOLM D. GIBSON, Trustee, same having been filed for record in the Official Public Records of Real Property of HARRIS County, Texas; all of the above instruments concerning, encumbering and/or being against the following described real property, to-wit: LOT TWO HUNDRED TWENTY-SEVEN (227), BLOCK FOURTEEN (14) OF SPRING OAKS, SECTION THREE (3), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 41, PAGE 10, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

for a good and valuable consideration paid to the undersigned (the current legal and equitable owner, holder and beneficiary of said note and liens), the receipt and sufficiency of which is hereby acknowledged, has TRANSFERRED and ASSIGNED, GRANTED and CONVEYED without recourse and by these presents TRANSFERS, ASSIGNS, GRANTS, and CONVEYS without recourse unto STANDARD FEDERAL BANK

A FEDERAL SAVINGS BANK
its successors and assigns, the above described note, together with all liens, rights and interests and any superior title, held by the undersigned securing the payment thereof.

Executed on July 17, 1998

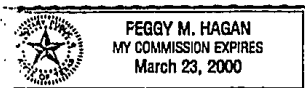
MORTGAGE FACTORY INC. DBA
MORTGAGES DIRECT

BY: [Signature]
NAME: RENEE M. WELLS
TITLE: AGENT (ATTORNEY IN FACT)
(Beneficiary)

STATE OF TEXAS
COUNTY OF HARRIS

} ss:

This instrument was acknowledged before me on July 17, 1998, by RENEE M. WELLS as AGENT (ATTORNEY IN FACT) of MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT on behalf of said Beneficiary.



[Signature]
NOTARY PUBLIC STATE OF TEXAS

(printed name of Notary Public)

Commission Expires:

After recording, return to:

STANDARD FEDERAL BANK, A
Federal Savings Bank
777 E. EISENHOWER PARKWAY, SUITE 700
ANN ARBOR, MI 48108
Attn: POST CLOSING
Loan No. 603324534

FB640.LMG (5/98)

603324534

FILED
98 JUL 23 PM 2:27
COUNTY CLERK
HARRIS COUNTY TEXAS

519-99-2607

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY 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 on

JUL 23 1998



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

1700232

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Angr
✓ 25

20090209750
05/18/2009 RP3 \$16.25

Recording Requested By:
VERDUGO TRUSTEE SERVICE CORPORATION

When Recorded Return To: //

CITIMORTGAGE, INC.
C/O VERDUGO TRUSTEE SERVICE CO.
PO BOX 9443 DEPT. 1020
GAITHERSBURG, MD 20898-9443



TRANSFER OF LIEN

CITIMORTGAGE, INC. #:0603324534 "MONSEN" Lender ID:03382717908462 Harris, Texas
Holder of Note and Lien: CITIMORTGAGE, INC.
Holder's Mailing Address: 5280 CORPORATE DRIVE, MC 22-528-1020, FREDERICK, MD 21703
Transferee: HMC-HOME MORTGAGES CO A WHOLLY OWNED SUBSIDIARY OF TAYLOR, BEAN & WHITAKER MORTGAGE CORP
Transferee's Mailing Address: 1417 N MAGNOLIA AVE, OCALA, FL 34475

200

Note:

Date: 07/17/1998
Original Amount: \$124,000.00
Maker: STEPHEN N MONSEN AND SUSAN B MONSEN HUSBAND AND WIFE
Payee: MORTGAGE FACTORY INC DBA MORTGAGES DIRECT
Unpaid Principal and Interest: \$0.00

NOTE AND LIEN ARE DESCRIBED IN THE FOLLOWING DOCUMENTS, RECORDED IN:

Deed of Trust Recorded on 07/23/1998 in Book/Reel/Liber: 519-99 Page/Folio: 2660 as Instrument No.: T159537 in said county.

Legal: AS REFERENCED ON ORIGINAL RECORDED DOCUMENT: VENDOR'S LIEN: VENDOR'S LIEN RETAINED IN DEED DATED JULY 17, 1998 FROM JAMES GARLAND REED INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF JAMES O REED DECEASED TO STEPHEN N MONSEN AND SUZAN B MONSEN HUSBAND AND WIFE SECURING THE PAYMENT OF A NOTE IN THE PRINCIPAL AMOUNT OF \$124,000.00 PAYABLE TO THE ORDER OF MORTGAGE FACTORY INC DBA MORTGAGES DIRECT TO MALCOLM D GIBSON TRUSTEE
Property Address: 1318 MODISTE DRIVE, HOUSTON, TX 77055

For value received Holder of Note and Lien transfers them to Transferee, warrants that the lien is valid against the property in the priority as insured.

CITIMORTGAGE, INC.
On May 7th, 2009

10

By: W
WALTER H EICHELBERGER,
Vice-President



FILED FOR RECORD
8:00 AM

MAY 18 2009

Shyra Davis
County Clerk, Harris County, Texas

STATE OF Maryland
COUNTY OF Frederick

On this 7th day of May 2009, before me, the undersigned officer personally appeared WALTER H EICHELBERGER, who made acknowledgment on behalf of CITIMORTGAGE, INC., who acknowledges himself/herself to be the Vice-President of CITIMORTGAGE, INC., a corporation, and that he/she as such Vice-President, being authorized so to do, executed the foregoing instrument in their capacity for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice-President.

WITNESS my hand and official seal,

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

Shyra Davis
Notary Public
Frederick Co., MD

SHYRA DAVIS
Notary Expires: 03/14/2012

MAY 18 2009

(This area for notarial seal)



Shyra Davis
COUNTY CLERK
HARRIS COUNTY, TEXAS

*RVA*RVACITM*05/01/2009 02:13:00 AM* CITM01CITM0000000000000004231707* TXHARRI* 0603324534 TXHARRI_LIEN_REL *SS3*ASCITM*

RR 064-88-2397

RESIDENTIAL ZONING CHANGE NOTIFICATION SIGN CRITERIA

A zoning sign is a sign erected on property for which a zoning case has been filed with the City, including, but not limited to, zoning changes, Specific Use Permits, Variances, or Special Exceptions. **The number of signs and the placement of signs shall be determined by the Building Official at the time of submittal.** It is the responsibility of the owner/project representative to contact the Building Department to verify the number and location of signs needed.

Residential property owners/applicants need to contact the City Secretary to schedule pick up and drop off times for the signs.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (713) 465-8308.

ADHERE TO THE FOLLOWING INSTRUCTIONS:

PLACEMENT

- One (1) sign shall be erected by the applicant adjacent to each street frontage on the property that is the subject of the application and for each two hundred feet (200') of frontage along a street with a maximum of three (3) signs required per street frontage.
- Signs shall be placed in a location on private property and clearly visible from all streets adjacent to the property included in the application.
- Where land does not have frontage on a public street, signs shall be posted on the nearest public street with a notation indicating the location of the land subject to the application.
- Signs shall be no greater than twenty (20) feet from the property line and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Building Official or his/her designee.
- Signs shall be placed perpendicular to the roadway to ensure they are readable from both sides.

- Signs shall be located so that the lettering is visible and may be clearly read from the street.

PROOF OF POSTING

- The applicant shall erect the sign(s) on the property that is the subject of the application a minimum of fourteen (14) calendar days immediately preceding the date of the public hearing before the Planning & Zoning Commission ("Commission").
- The applicant is responsible for maintaining the sign(s) on the property throughout the review process.
- A minimum of seven (7) calendar days prior to the public hearing, the applicant shall file an affidavit, on a form provided by the City, with the Building Official verifying that the sign(s) was posted as required.

REMOVAL OF SIGNS

- The applicant shall be responsible for removing the sign(s) from the property within seven (7) calendar days of the final action by the City of Spring Valley Village.

PROBST FULTON & ASSOCIATES, INC

Preparer's Name: MARIO COLINA

Preparer's Signature: *[Signature]*

NOTE: Violations of the sign ordinance will result in fines to the property owner and will delay the request for Zoning or Specific Use Permit. Failure to remove zoning signs per the sign ordinance will result in a citation of \$500 per sign/per day until removed.

AFFIDAVIT OF SIGN POSTING

(Re)Zoning Case No. _____

Date of Planning and Zoning Commission Meeting: AUGUST 12, 2025

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I MARIO COLINA hereby certify that I have posted or caused to be posted Zoning Change Notification sign(s) on the property subject to zoning change, located at _____

Posting of said signs was accomplished on JULY 23, 2025 as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along MERLIN & MODISTE ST.

I further certify that this affidavit was filed with the Building Department of the City of Spring Valley Village within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

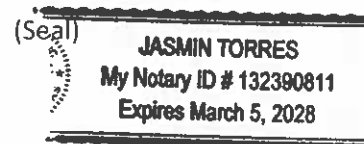
Executed this date: 7/17/25

Printed Name of Applicant or Authorized Representative for Zoning Case No. MARIO COLINA

Signature of Applicant or Authorized Representative for Zoning Case No. [Signature]

Sworn and subscribed before me on this date: 7/17/25

Notary Public J. Torres



PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (4:30 pm) seven (7) days prior Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.

STAFF USE ONLY

Date/Time submitted: 7/17/25 10:22 AM Verified by: [Signature]

AFFIDAVIT OF SIGN MAINTENANCE

(Re)Zoning Case No. _____

Date of Council Meeting: AUGUST 26, 2025

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I MARIO COLINA hereby certify that Zoning Change Notification sign(s) have been maintained on the property subject to zoning change, located at 1318 MONSTE ST.

Said sign(s) have been maintained in a manner consistent with the requirements contained in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I further certify that this affidavit was filed with the Building Department of the City on date _____ within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

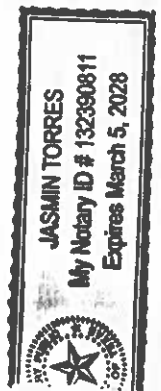
I understand that I am required to remove said signs within seven (7) calendar days of any final action on the application taken by the City of Spring Valley Village regarding the zoning change, and return them to the City Secretary at the City Hall.

Executed this date: 7/17/25

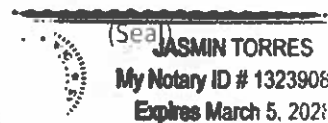
Printed Name of Applicant or Authorized Representative for Zoning Case No. MARIO COLINA

Signature of Applicant or Authorized Representative for Zoning Case No. [Signature]

Sworn and subscribed before me on this date: 7/17/25



Notary Public [Signature]



PLEASE NOTE: Failure to maintain the signs prior to City Council public hearing may result in postponement of consideration if the applicant has not attempted to replace damaged or missing signs upon notification by Staff.

FOR STAFF USE ONLY:

Date/Time submitted: 7/17/25 10:32 AM Verified by: [Signature]



EST. 1955

SPRING VALLEY VILLAGE

July 23, 2025

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A PRELIMINARY RE-PLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, August 12, 2025
Time: 7:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, August 26, 2025
Time: 6:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

This notice is being sent to you as current property records indicate that you own property in close proximity to 0 Old Katy Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact me at (832) 910-8577 or jgomez@springvalleytx.com

Sincerely,

Development Service Manager

Current Owner / Resident
1315 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
14 Tam Ct.
Houston, TX 77055

Current Owner / Resident
8440 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8441 Raylin Dr.
Houston, TX 77055

Current Owner / Resident
8429 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8437 Raylin Dr.
Houston, TX 77055

Current Owner / Resident
8433 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8455 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8501 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
1320 Modiste St.
Houston, TX 77055

Current Owner / Resident
1321 Modiste St.
Houston, TX 77055

Current Owner / Resident
1319 Modiste St.
Houston, TX 77055

Current Owner / Resident
10 Tam Ct.
Houston, TX 77055

**PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING**

Notice Is Hereby Given To Hear Comments And Testimony Concerning The Following:

A PRELIMINARY RE-PLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

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Date: Tuesday, August 26, 2025

Time: 6:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Community Development Manager, Jose Gomez at (713) 465-8308.



Spring Valley Village Planning and Zoning Commission Agenda Item Data Sheet

MEETING DATE:	August 12, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: A PRELIMINARY REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

BACKGROUND:	Probstfeld & Associates submitted a replat application on behalf of the property owner, Castille Investments, LLC, to reduce the 25-foot building line along Modiste Street to 15-feet. Under Chapter 12 Planning and Zoning, Section Five: Building and Use restrictions in Dwelling District "A", Section 05:02.03., Size and Area Requirements, 09.03. Side Building line setbacks, .09.03.02, Adjoining a local or collector street allows for the side building line setback to be not less than fifteen feet (15') on a corner lot. The proposed meets or exceeds the following Dwelling District "A" minimums: • Minimum lot area: 10,000 SF • Minimum lot width: 70 feet • Minimum lot depth: 120 feet Notice Information: Property Owners within 200 Feet: Notification Letters mailed: July 23, 2025 Legal Notice Published: July 23, 2025 Notifications Signs Posted: July 28, 2025
--------------------	--

ATTACHMENTS:	1318 MODISTE PKG FINAL, Public Hearing Notice - 1318
---------------------	--

Modiste St Replat, 1318 Modiste Notice Replat Res, 1318
Modiste St Replat Notice Labels

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
---------------------	-------------	---	-------------	--------------------	------------------------

RECOMMENDATION: Staff recommends approval of the replant as it meets the requirements of Chapter 9 Subdivisions Regulations Section 9.117 Replats.

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

June 4, 2025

Planning & Zoning Commission
City of Spring Valley Village
1025 Campbell Road
Houston, TX 77055

ATTENTION: PLANNING & ZONING COMMISSION

On behalf of our clients, **CASTILLE INVESTMENTS, LLC**, Probstfeld & Associates, Inc., respectfully requests a hearing **AUGUST 12, 2025 at 7:00 PM** at the City of Spring Valley Village, 1025 Campbell Road, Houston, Texas, 77055. We are seeking approval for the following:

**PRELIMINARY PLAT OF
SPRING OAKS SECTION 3
PARTIAL REPLAT NO 2**

A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND
BEING A REPLAT OF LOT 227, BLOCK 14 OF
SPRING OAKS SECTION 3
VOL. 41 PG. 10, H.C.M.R.
IN THE A. H. OSBORNE SURVEY
ABSTRACT NO. 610
HARRIS COUNTY, TEXAS

1 LOT 1 BLOCK NO RESERVE

REASON FOR REPLAT:

TO REVISE 25 FEET SIDE BUILDING LINE ALONG
MODISTE STREET TO 15 FEET

HCAD: 0805500000227

AT: 1318 Modiste Street ~ City of Spring Valley Village

LGL: Lot 227, Block 14, Spring Oaks Section 3

Please find attached a copy of the PRELIMINARY PLAT. If you have any questions or concerns, please feel free to contact me at 281.829.0034.

Sincerely,



MARIO F. COLINA, P.E.

Probstfeld & Associates, Inc.

Attachments: Copy PRELIMINARY PLAT



SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

Fees: Plat or Replat Application - \$500
Specific Use Permit Application - \$500
Planned Area Development District (PADD) Application - \$7,000
Amendment to Planned Area Development District (PADD) Application - \$1,000

Submittal Requirements Checklist:

Fifteen (15) packets, each one shall include all of the items listed below:

- ☒ Application
- ☒ Letter stating the applicant's reasons for request, the type of request, and other pertinent information
- ☒ Letter from property owner
- ☒ Proof of ownership
- ☒ Metes and bounds of the site and county slide number of plat (if recorded)
- ☒ Scale drawings, on 24" x 36" paper (1" = 100'), blue line/black line copies of plat, re-plat or amending plat, and a vicinity/key map
- ☐ A pdf of the entire packet submitted to secretary@springvalleytx.com

Subdivision / Development Name: Spring Oaks Section 3 Partial Replat No 2

Geographical Location: 1318 Modiste Street, S. of Raylin; W. of Tam Ct. & N. of Merlin Drive
(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

Is the location listed belong to a Homeowner's Association (HOA)? Yes / ☒ No (Circle One)

Name of Homeowner's Association: N/A

Have you received approval from the Homeowner's Association? Yes / No (Circle One)

Survey/Abstract No.: A.H. Osborne Survey / Abstract 610

Reason for Replat or Amending Plat: To revise 25 feet side building line along Modiste Street to 15 feet

Submittal Type:

- ☒ Preliminary Plat
- ☐ Final Plat
- ☐ Amending Plat
- ☐ Preliminary Replat
- ☐ Final Replat
- ☐ Specific Use Permit
- ☐ Specific Use Permit Amendment

Type of Plat:

- ☒ Single Family Residential
- ☐ Zero Lot Line Patio Homes
- ☐ Planned Area Development District
- ☐ Planned Area Development

___ Amendment to Planned Area Development

Plat/PADD Data:

Total Acreage: 0.2449 Typical Lot Size: 10,666 S.F.

Number Lots: 1 Number of Streets: N/A

Numbers and Types of Reserves: N/A Total Acres in Reserve: N/A

Zoning District: A

Applicant: Probstfeld & Associates, Inc.

Contact Name: Mario Colina, P.E.

Address: 515 Park Grove Drive, Suite 102, Katy TX 77450

Phone: 281-829-0034 Fax: 281-829-0233

Email: mario@probstfeld.com

Owner: Castille Investments, LLC

Contact Name: Chad J. Castille

Address: 9018 Elizabeth Road, Houston, TX 77055

Phone: 713-320-1050 Fax: _____

Email: ccastille@germer.com

Engineer or Planner: Probstfeld & Associates, Inc.

Contact Name: Mario Colina, P.E.

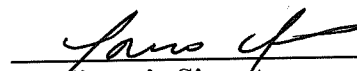
Address: 515 Park Grove Drive, Suite 102, Katy TX 77450

Phone: 281-829-0034 Fax: 281-829-0233

Email: _____

Authorization:

My signature below certifies that I am authorized to submit this application and that the information on the application is COMPLETE, TRUE, and CORRECT. **Furthermore, I understand that, in accordance with Chapter 9, Article 9.303 of the Spring Valley Village Code of Ordinances, I am responsible for all engineering fees incurred by the City.**


Applicant's Signature

5/14/25
Date

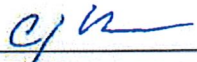
LETTER OF AFFIDAVIT

We, Castille Investments, LLC, do hereby give Probstfeld & Associates, Inc. and their authorized representative(s), the authority to act as an "AUTHORIZED AGENT" on our behalf in the platting process of the following property:

HCAD: 0805500000227

AT: 1318 Modiste Street, Houston TX 77055

LGL: Lot 227, Block 14, Spring Oaks Section 3

BY: 

DATE: 5-13-25

Chad Castille / Managing Member of Castille Investments, LLC
PRINT NAME

9018 Elizabeth Rd.
ADDRESS

Houston, TX, 77055
CITY/ STATE/ ZIP

713.320.1050
PHONE

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0805500000227

Tax Year: 2025



Owner and Property Information								
Owner Name & Mailing Address: MONSEN STEPHEN N & SUZAN 1318 MODISTE ST HOUSTON TX 77055-4868				Legal Description: LT 227 BLK 14 SPRING OAKS SEC 3 1318 MODISTE ST HOUSTON TX 77055				
				Property Address: 1318 MODISTE ST HOUSTON TX 77055				
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map ^A
A1 -- Real, Residential, Single-Family	1001 -- Residential Improved	10,800 SF	2,223 SF	7813.04	25201	394 -- ISD 25 - Memorial Villages North of I-10	5058B	451W

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	04/21/2025	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2024 Rate	2025 Rate
Residential Homestead (Multiple)	025	SPRING BRANCH ISD	273,815	Not Certified	1.076400	
	040	HARRIS COUNTY	462,415	Not Certified	0.385290	
	041	HARRIS CO FLOOD CNTRL	462,415	Not Certified	0.048970	
	042	PORT OF HOUSTON AUTHY	462,415	Not Certified	0.006150	
	043	HARRIS CO HOSP DIST	462,415	Not Certified	0.163480	
	044	HARRIS CO EDUC DEPT	462,415	Not Certified	0.004799	
	080	CITY OF SPRING VALLEY	162,415	Not Certified	0.395000	
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations			
Value as of January 1, 2024		Value as of January 1, 2025	
	Market	Appraised	Market
Land	644,800		676,000
Improvement	15,200		36,077
Total	660,000	660,000	712,077

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	10,000	1.00	1.00	1.00	--	1.00	65.00	65.00	650,000.00
2	1001 -- Res Improved Table Value	SF3	SF	800	1.00	0.50	1.00	--	0.50	65.00	32.50	26,000.00

Building						
Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1955	Residential Single Family	Residential 1 Family	Good	2,223 *	Displayed
* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above <i>attached</i> garages is included in the square footage living area of the dwelling. Living area above <i>detached</i> garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.						

Building Data		Building Details (1)	
Element	Detail	Description	Area
Cost and Design	Econ Misimprovement	ONE STORY FRAME PRI	401
Foundation Type	Slab	BASE AREA PRI	1,822
Grade Adjustment	B-	OPEN FRAME PORCH PRI	260
Heating / AC	Central Heat/AC	FRAME GARAGE PRI	441
Physical Condition	Average	OPEN FRAME PORCH PRI	78
Exterior Wall	Shake Shingle		
Exterior Wall	Brick / Masonry		
Cond / Desir / Util	Average		
Element	Units		
Room: Total	6		
Room: Full Bath	3		
Room: Bedroom	4		

Harris Central Appraisal District



PUBLICATION DATE:
1/10/2025

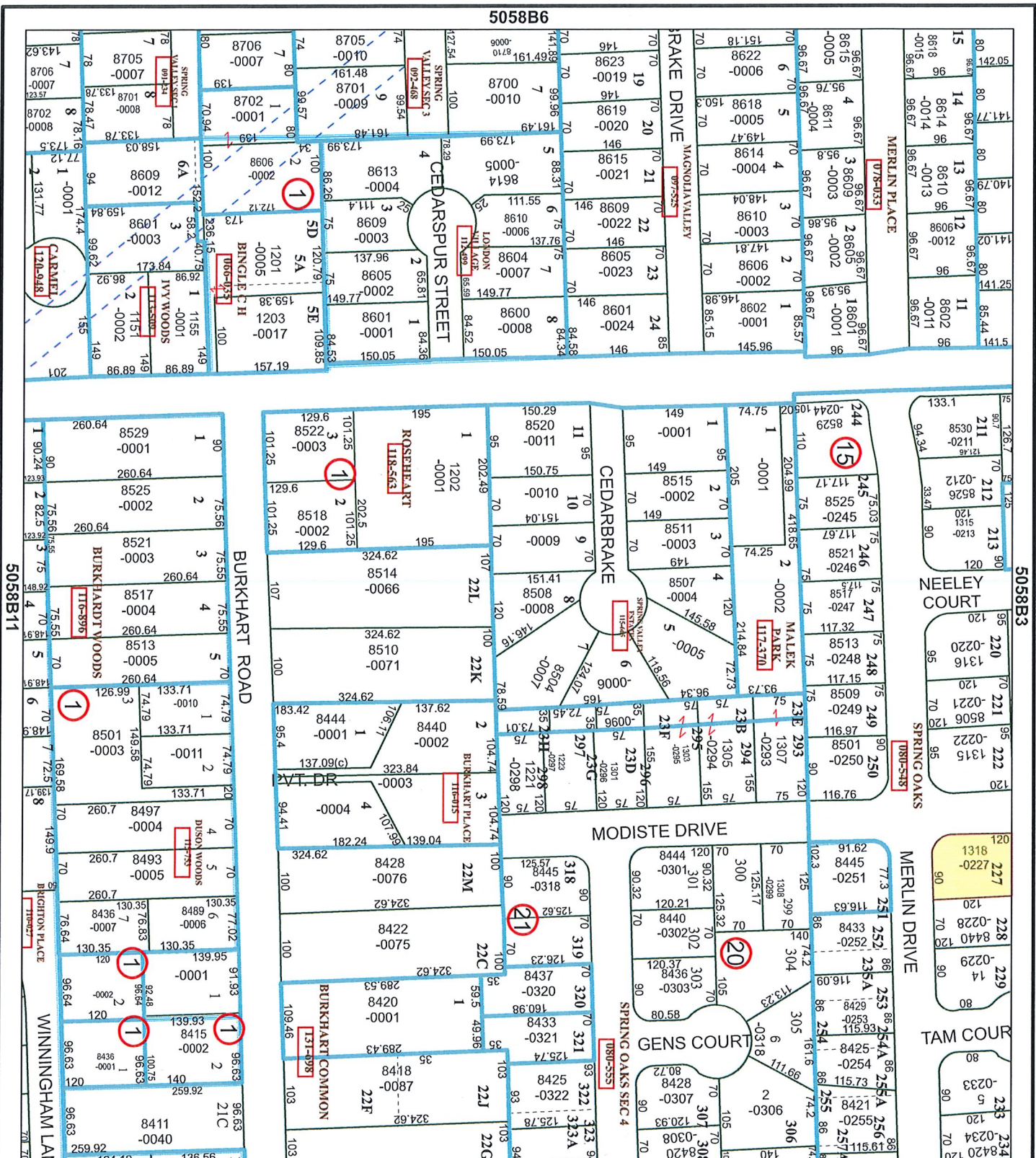
Geospatial or map data maintained by the Harris Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.

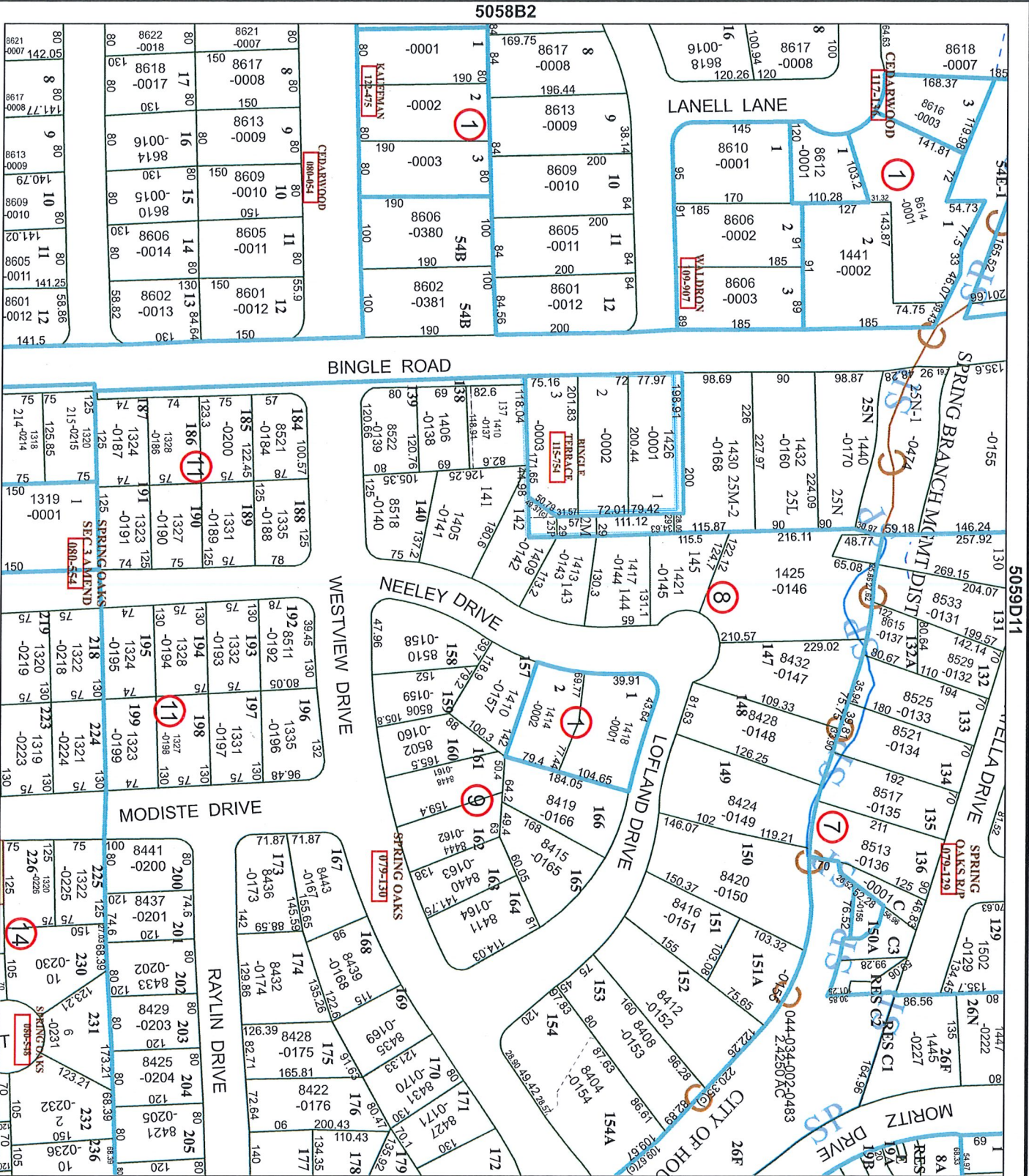
MAP LOCATION



FACET 5058B7

1	2	3	4	1
5	6	7	8	5
9	10	11	12	9





Harris Central Appraisal District



PUBLICATION DATE: 1/10/2025

Geospatial or map data maintained by the Harris Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.



FACET
5058B37

9	10	11	12	9
1	2	3	4	1
5	6	7	8	5

ANNETTE RAMIREZ
TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
P.O. BOX 3547
HOUSTON, TEXAS 77253-3547
TEL: 713-274-8000



2024 Property Tax Statement
Web Statement

Statement Date:	May 7, 2025
Account Number	
080-550-000-0227	



MONSEN STEPHEN N & SUZAN
1318 MODISTE ST
HOUSTON TX 77055-4868

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	452,000	208,000	0.385290	\$801.40
Harris County Flood Control Dist	452,000	208,000	0.048970	\$101.86
Port of Houston Authority	452,000	208,000	0.006150	\$12.79
Harris County Hospital District	452,000	208,000	0.163480	\$340.04
Harris County Dept. of Education	452,000	208,000	0.004799	\$9.98

Property Description
1318 MODISTE ST 77055 LT 227 BLK 14 SPRING OAKS SEC 3 .2480 AC

Appraised Values	
Land - Market Value	644,800
Impr - Market Value	15,200
Total Market Value	660,000
Less Capped Mkt Value	0
Appraised Value	660,000

Exemptions/Deferrals
Residential Homestead (Multiple)

Page: 1 of 1	
Total 2024 Taxes Due By January 31, 2025:	\$1,266.07
Payments Applied To 2024 Taxes	\$1,266.07
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For May 2025	\$0.00

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2025	7%	\$0.00	\$0.00	\$0.00
By March 31, 2025	9%	\$0.00	\$0.00	\$0.00
By April 30, 2025	11%	\$0.00	\$0.00	\$0.00
By May 31, 2025	13%	\$0.00	\$0.00	\$0.00
By June 30, 2025	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2019 to 2024: Appraised Value 20%, Taxable Value -53%, Tax Rate -1%, Tax Bill -53%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



PAYMENT COUPON

MONSEN STEPHEN N & SUZAN
1318 MODISTE ST
HOUSTON TX 77055-4868

Account Number
080-550-000-0227
Amount Enclosed
\$ _____

Make check payable to:

Web Statement - Date Printed: 05-07-2025

IF YOU ARE 65 YEARS OF AGE OR OLDER OR
ARE DISABLED AND THE PROPERTY
DESCRIBED IN THIS DOCUMENT IS YOUR
RESIDENCE HOMESTEAD, YOU SHOULD
CONTACT THE APPRAISAL DISTRICT
REGARDING ANY ENTITLEMENT YOU MAY
HAVE TO A POSTPONEMENT IN THE
PAYMENT OF THESE TAXES.

ANNETTE RAMIREZ
TAX ASSESSOR-COLLECTOR
P.O. BOX 4622
HOUSTON, TEXAS 77210-4622

08055000002275 2024 000000000 000000000 000000000 000000000



ANNETTE RAMIREZ

Tax Assessor-Collector & Voter Registrar
www.hctax.net

May 15, 2025

Whom It May Concern:

Please be advised that the name SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 is not the name of any subdivision recorded in the subdivision records Harris County Texas, as maintained by the Harris County Appraisal District and the Office of Harris County Tax Assessor-Collector.

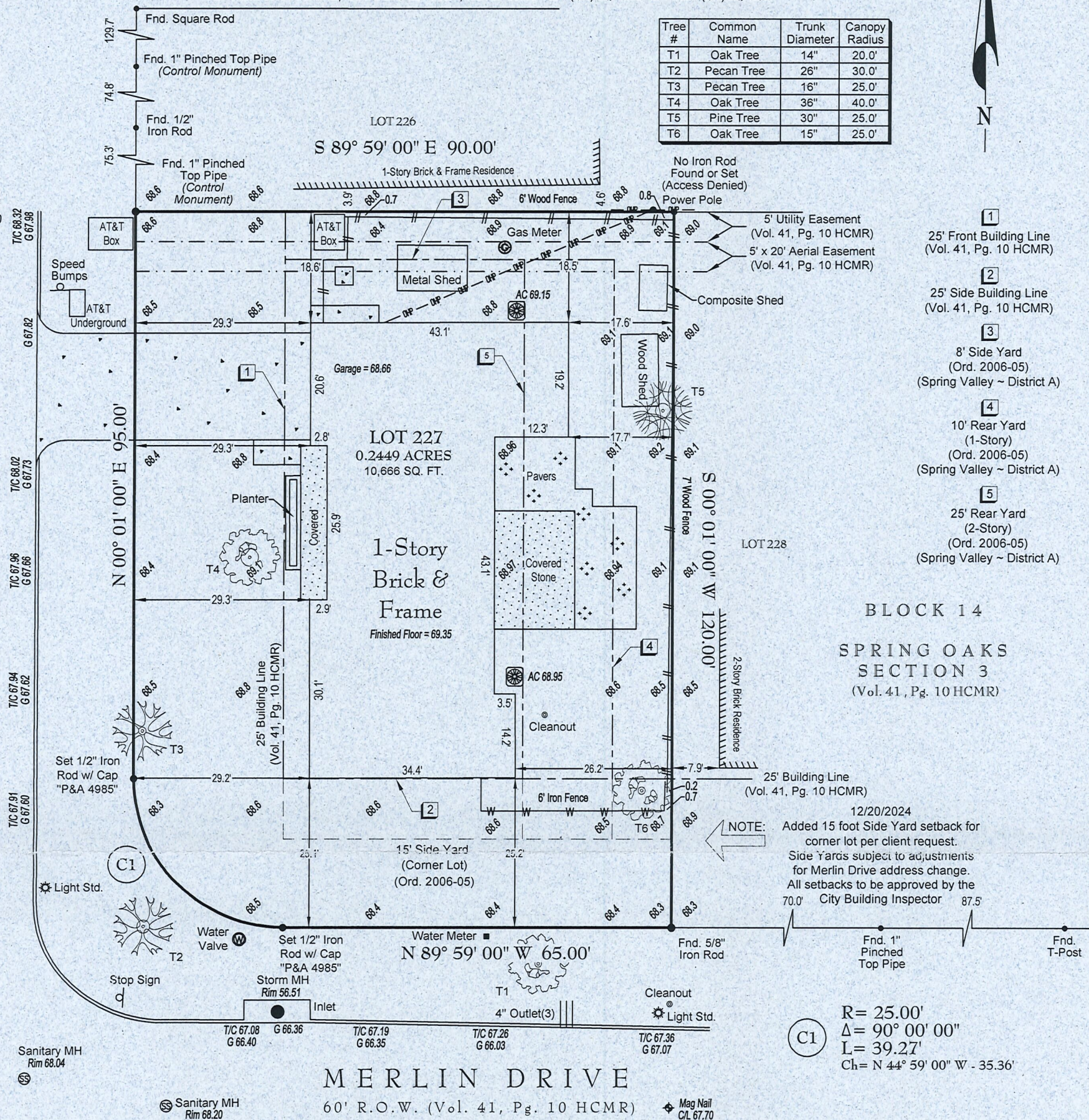
Veronica Hernandez

Office of Ann Harris Bennett
Tax Assessor-Collector
Harris County, Texas

PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE, SUITE 102 ▲ KATY, TEXAS 77450 ▲ (281) 829-0034 ▲ FAX (281) 829-0233

MODISTE STREET
60' R.O.W. (Vol. 41, Pg. 10 HCMR)
(Platted as Modiste Drive)



LENDER: INDEPENDENT FINANCIAL, and its successors and/or assigns.

NOTES:

- Elevations shown are based on Harris County Floodplain RM No. 210215, Elevation = 68.31, NAVD88 (2001 Adj.).
- Fences do not follow property lines as shown above.
- Surveyor has not abstracted this property. This survey has been prepared based upon information provided by the title company. No independent investigation of the accuracy of the title company's work has been performed by the surveyor. Zoning ordinances and zoning building setback lines (if any) are not shown. Surveyor has not reviewed restrictive covenants as set forth under Exceptions From Coverage in Schedule B of the Title Commitment.
- Lot subject to any and all zoning ordinances or proposed zoning ordinances including those by the City of Spring Valley, Texas. The above shown tract lies within Dwelling District A as reflected on the Official Zoning Map of the City of Spring Valley, Texas. Front, side and rear yards shown as set forth under Ordinance 231. Maximum foundation height shall not exceed a height of 4 feet above the average surrounding finished grade. The maximum building height shall not exceed 36 feet. The maximum coverage of any lot shall not exceed 60 percent of the lot area located behind the required front building line, and shall not exceed 50 percent of the lot area located in front of the required front building line. Water surface area of a swimming pool shall not be counted as constructed surface. A pool shall be installed in the rear or side yard a minimum of 10 feet from the rear lot line and 8 feet from the side lot line. Additional requirements for accessory structures, fences, driveways, decking (not shown) should be verified prior to any planning or construction.
- Spring Oaks, Section 3, is a deed restricted community. Setback lines for the main residence and garage/outbuilding shown above as set forth under Volume 41, Page 10, of the Harris County Map Records, and also being set forth under Volume 2589 Page 234 of the Harris County Deed Records. Lot may be subject to certain requirements pertaining to front, side and rear setback lines and also architectural protrusions such as eaves, overhangs, ledges, etc., in relation to easements and/or building lines and should be verified prior to any planning or construction. Deed restrictions may be amended from time to time. It is the responsibility of the homeowner to determine the deed restriction status of their property and to comply with all restrictive covenants. Written approval from the Architectural Control Committee may be required.
- All bearings are based on the East right of way line of Modiste Street (N 00° 01' 00" E).

PLAT OF PROPERTY

FOR: **CASTILLE INVESTMENTS, LLC**
AT: **1318 MODISTE STREET • SPRING VALLEY, TX**
LGL: **LOT 227, BLOCK 14**
SPRING OAKS, SECTION 3
VOLUME 41, PAGE 10 OF THE MAP RECORDS OF
HARRIS COUNTY, TEXAS

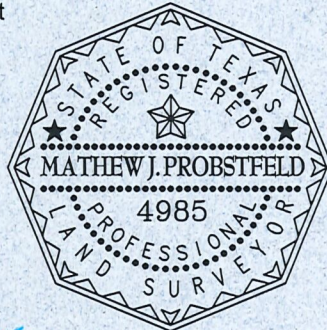
SCALE: **1" = 20'**
DATE: **12/17/2024** REVISED DATE: _____

This Property DOES NOT Lie within the designated 100 year floodplain.
PANEL NO: **48201C 0665 M**
ZONE: **X** EFF. DATE: **6/9/2014**
BASE FLOOD ELEVATION: **N/A**
LOCATED BY GRAPHIC PLOTTING ONLY AND NOT RESPONSIBLE FOR ACTUAL DETERMINATION.

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH TITLE COMMITMENT
PROVIDED BY: **ABSTRACT SERVICES OF HOUSTON**
GF#: **CPL ~ 7910-25-2422 (4/21/2025)**

THIS SURVEY IS THE PROPERTY OF PROBSTFELD & ASSOCIATES, INC., IS CERTIFIED FOR THIS TRANSACTION ONLY, AND IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR OWNERS.

I hereby certify that the above plat
correctly represents the facts
found at the time of the survey
made on the ground, under my
supervision, and there are no
apparent encroachments at the
time of this survey, unless shown
or noted otherwise.



MATHEW J. PROBSTFELD

Registered Professional Land Surveyor
State of Texas No. 4985
PROBSTFELD & ASSOCIATES, INC • FIRM #10066100

JOB # **2885-022** DRAWN BY: **RK|MDH**

THE STATE OF TEXAS
COUNTY OF HARRIS

We, **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, acting by and through **CHAD J. CASTILLE, MANAGER**, being officers of **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, owner hereinafter referred to as Owners (whether one or more) of the 0.2449 acres tract described in the above and foregoing map of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2**, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat, and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement five feet in width from a plane sixteen feet (16') above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, the owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions.

IN TESTIMONY WHEREOF, the **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, has caused these presents to be signed by **CHAD J. CASTILLE**, its manager, therunto authorized, this _____ day of _____, 2025.

CASTILLE INVESTMENTS, LLC

CHAD J. CASTILLE, MANAGING MEMBER

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared **CHAD J. CASTILLE**, authorized representative of **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME : _____

MY COMMISSION EXPIRES: _____

We, **INDEPENDENT BANK, DBA INDEPENDENT FINANCIAL**, owner and holder of a lien against the property described in the plat known as **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2**, said lien being evidenced by instrument of record in Clerk's File No. RP-2024-475873 of O.P.R.O.R.P. of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

BY: _____

PRINT NAME : _____

PRINT TITLE: _____

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this _____ day of _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME : _____

MY COMMISSION EXPIRES: _____

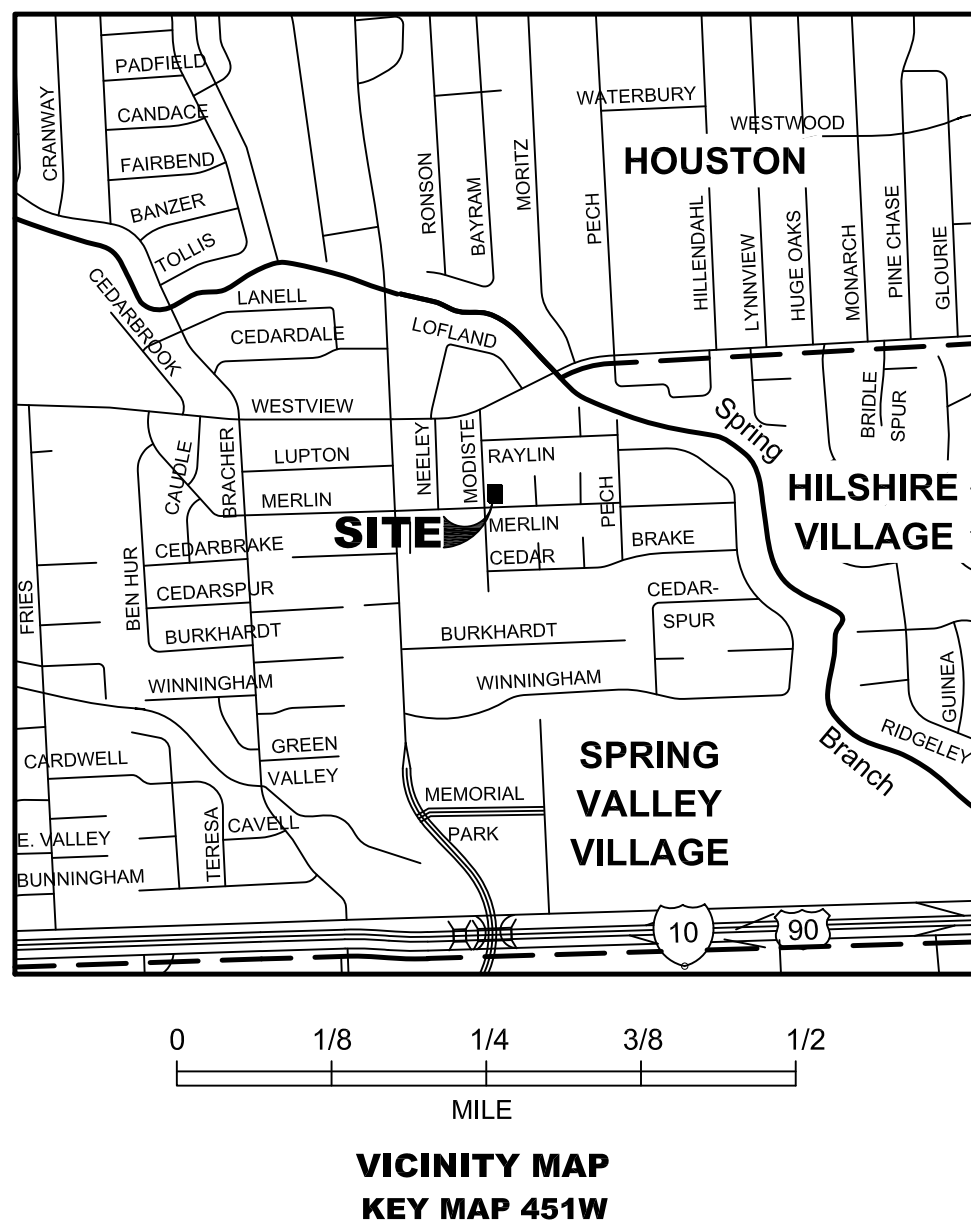
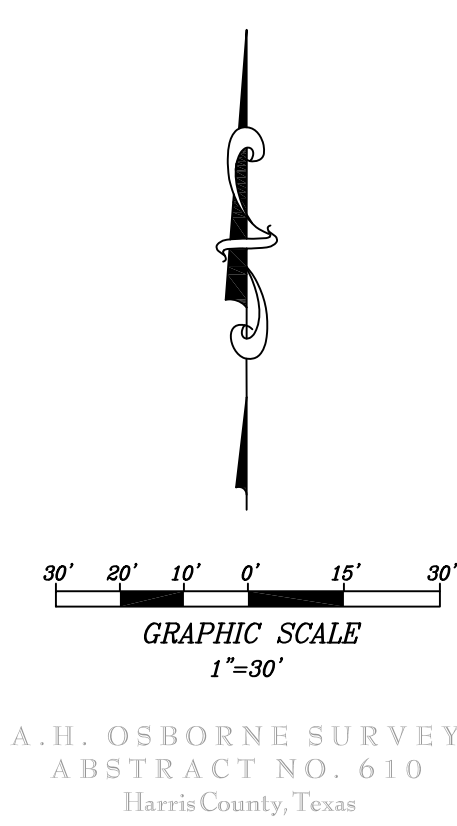
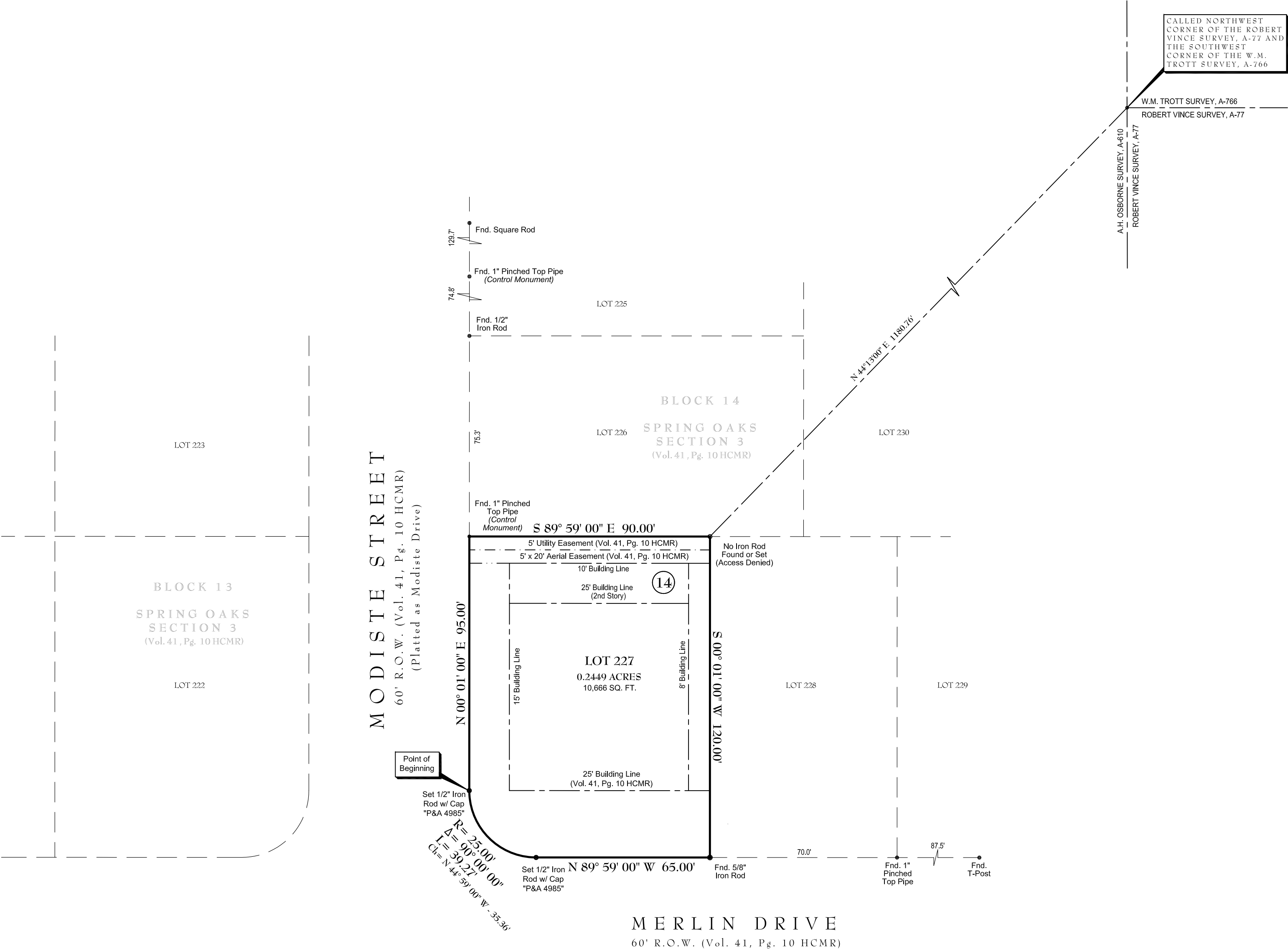
This is to certify that the Planning and Zoning Commission of the City of Spring Valley Village, Texas has approved this replat and subdivision of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2** as shown hereon. In testimony whereof, witness this official signature of the chairman of the Planning and Zoning Commission of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

By: _____

W.K. (TREV) HOFFMAN, CHAIRMAN
Planning and Zoning Commission
City of Spring Valley Village, Texas

This is to certify plans and specifications for all streets, drainage structures sanitary sewer lines, water distribution lines and fire hydrants in the subdivision have been prepared in conformance with the standards of the City of Spring Valley Village, Texas and have been approved by me. In testimony whereof, witness this official signature of the Public Works Director of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

KRISTINA WATSON
Public Works Director
City of Spring Valley Village, Texas



GENERAL NOTES & LEGEND

- H.C.M.R. denotes HARRIS COUNTY MAP RECORDS.
- H.C.D.R. denotes HARRIS COUNTY DEED RECORDS.
- H.C.C.F. No. denotes HARRIS COUNTY CLERK'S FILE NUMBER.
- UTIL. ESMT. OR U.E. denotes UTILITY EASEMENT.
- BLDG. LINE OR B.L. denotes BUILDING LINE.
- W.L.E. denotes WATER LINE EASEMENT.
- S.S.E. denotes SANITARY SEWER EASEMENT.
- O.P.R.O.R.P. denotes OFFICIAL PUBLIC RECORDS OF REAL PROPERTY.
- A.E. denotes AERIAL EASEMENT.
- (14) denotes BLOCK NUMBER.
- Subject Tract **DOES NOT LIE** within the designated 100 year flood plan as shown on FEMA Flood Insurance Rate Map **48201C 0665 M**, Dated **6/9/2014**. (ZONE X) (Shown by graphic plotting only)
- Information shown on this plat was based on City Planning Letter issued by Abstract Services of Houston, GF# 7910-25-2422 with an effective date of April 21, 2025.

NOTES ON EXISTING PIPELINES

There are no existing pipelines or pipeline easements within this subdivision.

PRELIMINARY PLAT OF SPRING OAKS SECTION 3 PARTIAL PLAT NO 2

**A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND
BEING A REPLAT OF LOT 227, BLOCK 14 OF
SPRING OAKS SECTION 3
VOL. 41 PG. 10, H.C.M.R.
IN THE A. H. OSBORNE SURVEY
ABSTRACT NO. 610
HARRIS COUNTY, TEXAS**

1 LOT 1 BLOCK NO RESERVE

REASON FOR REPLAT:
TO REVISE 25 FEET SIDE BUILDING LINE
ALONG MODISTE STREET TO 15 FEET

OWNER:
CASTILLE INVESTMENTS, LLC
9018 ELIZABETH ROAD
HOUSTON, TX 77055

CITY OF SPRING VALLEY VILLAGE, TEXAS
JULY 14, 2025

PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE, SUITE 102 ▲ KATY, TEXAS 77450 ▲ (281) 829-0034 ▲ FIRM #10066100

This is to certify that the City Council of the City of Spring Valley Village, Texas has approved this replat and subdivision of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2** as shown hereon. In testimony whereof, witness this official signature of the mayor of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

MARCUS VAJDOS, Mayor
City of Spring Valley Village, Texas

I, **MATHEW J. PROBSTFELD**, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of permanent nature) pipes or rods having an outside diameter of not less than three-quarter inch (3/4") and a length of not less than three (3) feet.

MATHEW J. PROBSTFELD
Registered Professional Land Surveyor
State of Texas no. 4985

I, **TENESHIA HUDSPETH**, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2025, at _____ o'clock _____ m., and duly recorded on _____, 2025, at _____ o'clock _____ m., and at Film Code Number No. _____ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Harris County, Texas, the day and date last above written.

By: _____

TENESHIA HUDSPETH
Clerk of the County Court
Harris County, Texas

By: _____ Deputy

A tract or parcel of land containing 0.2449 acres (10,666 square feet) located in the A. H. Osborne Survey, Abstract 610, Harris County, Texas, and being known as Lot 227, in Block 14, of Spring Oaks, Section Three, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas, said 0.2449 acre tract being that same certain tract of land conveyed to Castille Investments, LLC, as recorded under Harris County Clerk's File No. RP-2024-475872, said 0.2449 acre tract being more particularly described by metes and bounds as follows with bearings based on the East right of way line of Modiste Street:

BEGINNING at a set 1/4 inch iron rod with cap (P&A-4985) marking the North end of a curve at the intersection of the North right of way line of Merlin Drive, (60 feet in width as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas), and the East right of way line of Modiste Street, (60 feet in width as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas, and being originally platted as Modiste Drive), said set 1/4 inch iron rod with cap marking the most Westerly Southwest corner of Lot 227, in Block 14, of Spring Oaks, Section Three, said set 1/4 inch iron rod with cap also marking the **POINT OF BEGINNING** and the most Westerly Southwest corner of the herein described tract;

THENCE North 00 degrees 01 minutes 00 seconds East, along the said East right of way line of Modiste Street, a distance of 95.00 feet to a found 1 inch pinched top pipe marking the Northwest corner of said Lot 227, same being the Southwest corner of Lot 226, said found 1 inch pinched top pipe also marking the Northwest corner of the herein described tract;

THENCE South 89 degrees 59 minutes 00 seconds East, along the common lot line of said Lot 227 and Lot 226, a distance of 90.00 feet to a point for corner being the Northeast corner of said Lot 227, same being the Northwest corner of Lot 228, said point for corner also being the Northeast corner of the herein described tract;

THENCE South 00 degrees 01 minutes 00 seconds West, along the common lot line of said Lot 227 and Lot 228, a distance of 120.00 feet to a found 5/8 inch iron rod lying in the said North right of way line of Merlin Drive and marking the Southwest corner of said Lot 228, same being the Southeast corner of said Lot 227, said found 5/8 inch iron rod also marking the Southeast corner of the herein described tract;

THENCE North 89 degrees 59 minutes 00 seconds West, along the said North right of way line of Merlin Drive, a distance of 65.00 feet to a set 1/4 inch iron rod with cap (P&A-4985) marking the beginning of a curve to the right along the said intersection of the North right of way line of Merlin Drive, and the said East right of way line of Modiste Street, said curve to the right having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a chord that bears North 44 degrees 59 minutes 00 seconds West, a distance of 35.36 feet to the **POINT OF BEGINNING** and containing 0.2449 acres, (10,666 square feet), of land.



7500 San Felipe, Suite 1020
Houston, TX 77063
713.589.9000 (OFFICE)
713.231.5028 (FAX)

CITY PLANNING LETTER

GF Number: 7910-25-2422

Date: April 21, 2025

To: City of Spring Valley Village

Title Houston Holdings (Title Company) certifies that a diligent search of the real property records of Title Houston Holdings title plant has been made, as to the herein described property, and as of 8:00 AM on the 3rd day of April, 2025, we find the following:

Property Description:

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

Owner(s) of Record: Castille Investments, LLC, a Texas limited liability company

By virtue of Warranty Deed dated December 20, 2024, recorded in Clerk's File No. RP-2024-475872.

Deed Restrictions:

Subject to covenants, conditions and restrictions as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas; and recorded under Clerk's File No. V621134, 20070016227 and 20100005617; and per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Easements and other encumbrances:

No building, fence, or any other form of construction shall be located on any residential building plot nearer than Twenty-five (25') feet to the front line, nor nearer than Ten (10') feet to any side line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas and as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Twenty-five (25') feet Setback line along the west side of the property line, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Five (5') feet Utility easement along the rear of the property, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Unobstructed ariel easement five (5') feet wide from a plane twenty (20') feet above the ground upward located adjacent to all utility easements, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

No building, except detached garage or other out-building located Seventy (70') feet or more from the front lot line shall be located nearer than five (5') feet to any side lot line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

No residence or attached appurtenance shall be erected on any lot farther than Sixty-five (65') feet from the front lot line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

Lien Holder(s):

Deed of Trust dated December 20, 2024, recorded in Clerk's File No. RP-2024-475873, executed by Castille Investments, LLC, payable to Independent Bank DBA Independent Financial, in the principal amount of \$660,000.00.

Deed of Trust dated July 17, 1998, recorded in Clerk's File No. T159537, executed by Stephen N. Monsen and Suzan B. Monsen, payable to Mortgage Factory Inc. DBA Mortgages Direct, in the principal amount of \$124,000.00, subject to assignments recorded under Clerk's File No. T159538 and 20090209750.

Note: Maturity Date August 1, 2028

No examination has been made as to abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is used for the use of, and shall inure to the benefit of PLATTING. The liability of the Title Company, Title Houston Holdings, for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that the Title Company does not intend to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor a warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Title Houston Holdings assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Title Houston Holdings of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Title Houston Holdings assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Title Houston Holdings only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which on the company may rely).

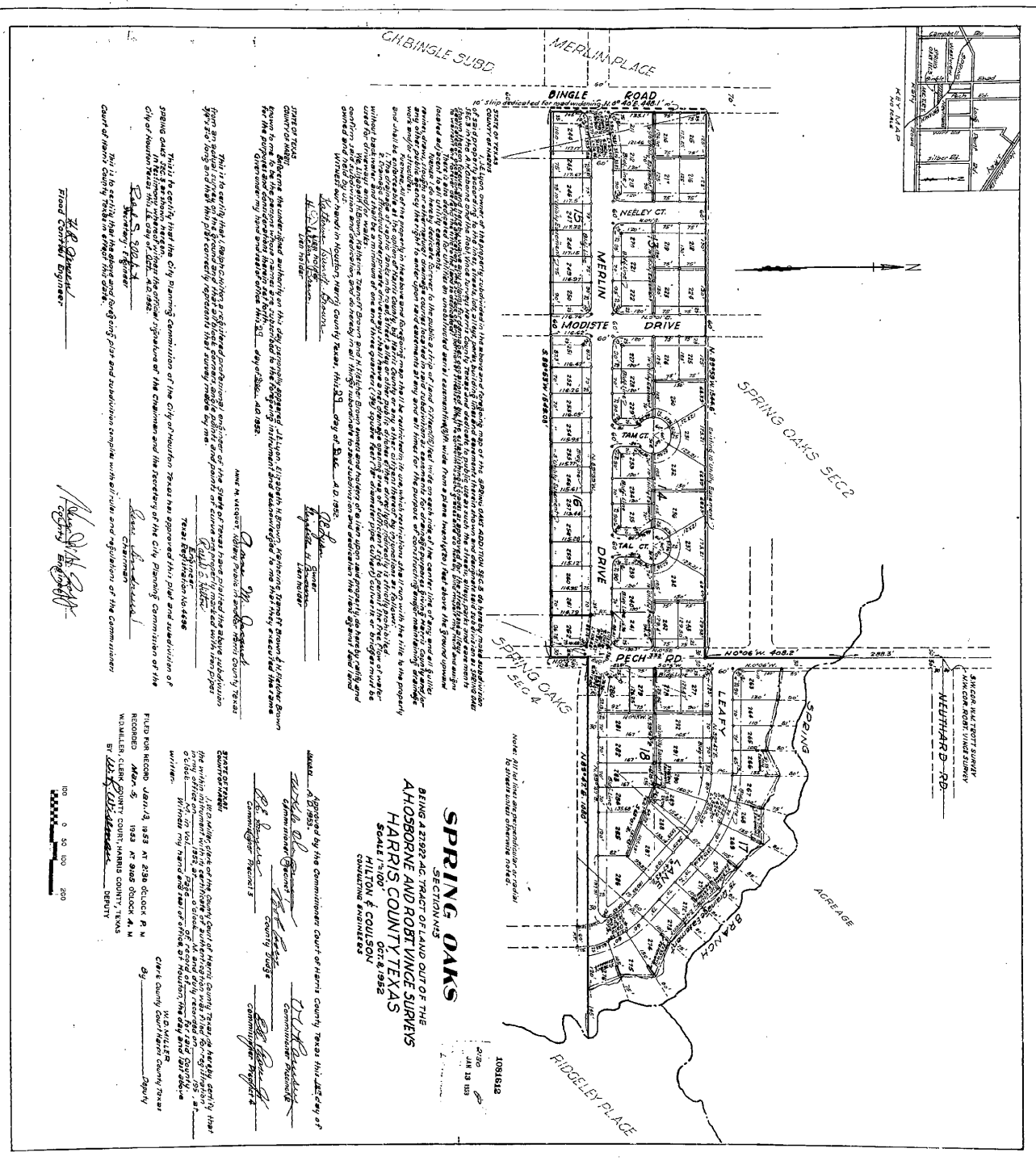
None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Title Houston Holdings disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Title Houston Holdings liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability limitation contained in this paragraph is a part of its contract with Title Houston Holdings and will cover all actions arising by statutes, in contract, or in tort.

Title Houston Holdings



Melanie Garza
Title Examiner



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

FAH24014681

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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

THAT THE UNDERSIGNED, **STEPHEN N. MONSEN AND SUZAN B. MONSEN**, husband and wife (collectively, "**Grantor**"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by **CASTILLE INVESTMENTS, LLC**, a Texas limited liability company ("**Grantee**"), the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of a promissory note of even date herewith in the principal sum of **SIX HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$660,000.00)** payable to the order of Independent Bank d/b/a Independent Financial, a Texas state financial institution ("**Lender**"), as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a **DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT** of even date herewith to **DANIEL W. BROOKS**, Trustee, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY unto the said Grantee, all that certain lot, tract, or parcel of land together with all improvements thereon, lying and being situated in Harris County, Texas, described on Exhibit A, attached hereto.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of Harris County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's successors and assigns forever. And Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above-described premises, is retained against the above-described property, premises and improvements until the above-described note and all interest thereon is fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

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

[Signature Page Follows]

EXECUTED 12.20, 2024.

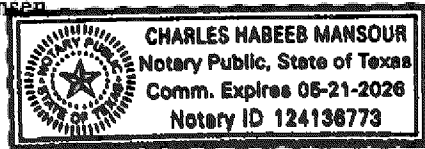
GRANTOR:

Stephen N. Monsen
Stephen N. Monsen

Suzan B. Monsen
Suzan B. Monsen

THE STATE OF Texas §
COUNTY OF Harris §

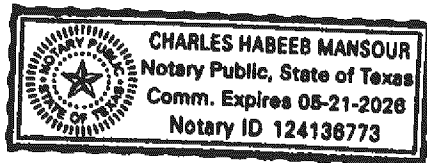
This instrument was acknowledged to me on the 20 day of December, 2024, by
Stephen N. Monsen



[Signature]
Notary Public, State of Texas

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged to me on the 20 day of December, 2024, by
Suzan B. Monsen.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

RP-2024-475872

Exhibit A

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

RP-2024-475872

RP-2024-475872
Pages 4
12/23/2024 07:16 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$33.00

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

1117154

THE STATE OF TEXAS)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

That, The J. E. Lyon Development Co., a Texas Corporation domiciled in Harris County, Texas, and being the owner of that certain addition of the City of Houston, Harris County, Texas, known as Spring Oaks, Section No. 3, according to the plat thereof, duly recorded in the office of the County Clerk of Harris County, Texas, under File No. 1081612, dated the 13th day of January, 1953, for the purpose of creating and carrying out a uniform plan for the improvement and sale of lots in said addition as a first class restricted district, does hereby establish the following restrictions upon the use of said property and such restrictions shall be referred to, adopted and made a part of each and every contract and deed executed by or on behalf of The J. E. Lyon Development Co., conveying said property or any part thereof by appropriate reference to these reservations and restrictions, making the same a part of such conveyance to all intent and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each lot in said addition for the benefit of each and every other lot and shall constitute covenants running with the land and shall inure to the benefit of The J. E. Lyon Development Co., his successors and assigns, and to each and every purchaser of land in said addition, and their heirs and assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. All lots and reserves in the above described area shall be known and described as residential lots,

2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one story in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant. Rental of such servants quarters, however, is strictly

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prohibited. However, it is expressly provided that one owner of two adjacent lots, or parts thereof, may build one structure on the two lots, or parts thereof, in accordance with this restriction in which event the outer boundary lines will be considered as the side lot lines for all purposes herein.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation by the committee composed of James E. Lyon, Alfred E. Pampell and Eugene J. Walker or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease January 1, 1981. Thereafter the approval described in these covenants shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No dwelling shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building, fence, or any other form of construction shall be located on any residential building plot nearer than Twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet

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to any side street line. No building, except a detached garage or other outbuilding located seventy (70) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line, except as indicated in paragraph 2.

5. No residence or attached appurtenance shall be erected on any lot farther than Sixty-five (65) feet from the front lot line.

6. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than twelve hundred (1200) square feet. All buildings shall have a minimum of one hundred (100) square feet of masonry made a part of the front of the structure.

9. All driveways shall be uniform in construction. The approach from the street to the property line shall be reinforced, 2500# concrete, eighteen (18) feet wide at the curb pavement, and extending back to the front property line of the lot eight (8) feet wide, on a grade not to exceed fifteen (15) per cent.

10. Easements affecting all lots are reserved as shown on the original recorded plat, for utility installation and maintenance, above referred to.

11. Main dwellings shall be constructed fronting on the street upon which the lot, as originally dedicated, fronts.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or large signs used by a builder to advertise the property during the construction and sale period.

13. No oil or gas development operations or refining, or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot for forty-seven (47) years after date hereof. No derrick or

287

other structure designed for use in drilling for oil or natural gas be erected, maintained or permitted upon any lot for forty-seven (47) years after date hereof, nor shall any oil or gas or mineral lease be made for forty-seven (47) years after date hereof by any future owner or owners of property in Spring Oaks Addition.

14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. No individual water supply system shall be permitted on any lot.

16. No individual sewage disposal system shall be permitted on any lot.

17. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points ten (10) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property lines extended. The same sight-line limitations shall apply on any lot within twenty-five (25) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole

13
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or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages.

WITNESS MY HAND AND SIGNATURE this the 10 day of April, A.D. 1953.

J. E. LYON DEVELOPMENT CO.

By J. E. Lyon, President

ATTEST: Joe H. Reynolds, Secretary

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for the state of Texas, County of Harris, on this day personally appeared J. E. Lyon, President of The J. E. Lyon Development Co., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of April, A. D. 1953.

Horace H. Jennings
Notary Public in and for
Harris County, Texas

HORACE H. JENNINGS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1953

Filed for Record Apr. 15, 1953, at 2:15 o'clock P.M.
Recorded May 18, 1953, at 1:03 o'clock P.M.
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY C. F. Ritchey, Deputy

Amend

AMENDMENT TO THE RESTRICTIVE COVENANTS
OF SPRING OAKS, SECTION THREE(3)

105

2

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

This Amendment to the Restrictive Covenants is made by and among the undersigned persons, who collectively constitute the owners of a majority of the lots in Spring Oaks, Section Three(3).

WHEREAS, Deed Restrictions for Spring Oaks, Section Three(3) were recorded in Volume 2589, Page 234 of the Deed Records of Harris County, Texas on or about April 10, 1953;

WHEREAS, such restrictions imposed on all lots in Spring Oaks, Section Three(3) the certain covenants, conditions, restrictions, and easements therein set forth;

WHEREAS, Paragraph Nineteen(19) of the Restrictions provides that the Restrictions shall run with the land and shall be binding on all the parties and all persons claiming under them until May 18, 1978, at which time said covenants shall be automatically extended for successive periods of ten(10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; and

WHEREAS, the undersigned owners, being the owners of at least fifty-one percent(51%) of real property in Spring Oaks, Section Three(3), wish to amend and modify the Restrictions as hereinafter provided.

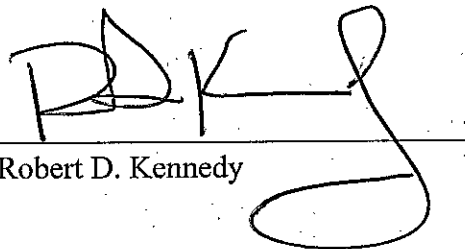
NOW THEREFORE, pursuant to the power granted to a majority of the owners under the Restrictions, the undersigned owners, being a majority of the owners of the lots in Spring Oaks Section Three(3), desire to amend the Restrictions as follows:

Paragraph Two(2) of the Restrictions is hereby amended and modified to add the following sentence to the end of the original paragraph:

"HOWEVER, IT IS ALSO EXPRESSLY PROVIDED THAT CONSTRUCTION OF A TWO STORY HOUSE SHALL BE PERMITTED ON ANY LOT IN SECTION THREE UPON THE RECORDING OF A PETITION TO WAIVE ONE STORY RESTRICTION SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS AGREEING TO PERMIT SUCH TWO-STORY CONSTRUCTION"

IN WITNESS HEREOF, this amendment to the Restrictions for Spring Oaks, section Three(3) was executed as of the date indicated following the signature of the undersigned owners and are effective upon proper recordation of this document in the Real Property Records of Harris County, Texas.

DATED this 25th day of February, 2002.


Robert D. Kennedy

(75)
102

STATE OF TEXAS

§

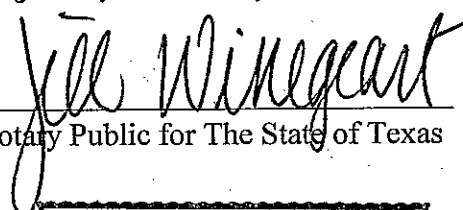
COUNTY OF HARRIS

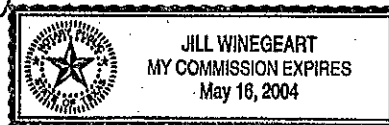
§

§

Before me, a notary public, on this day personally appeared Robert Kennedy, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

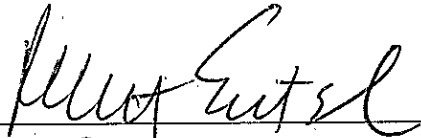
Given under my hand and seal of office this the 25th day of February 25, 2001.


Notary Public for The State of Texas



8309 Leafy Lane
Street Address

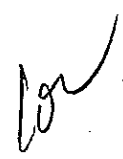
Lot 286 Block 18
Lot # and Block #, Section Three(3)


Property Owner: Robert Eutsler



Date signed: 2-24-02


Property Owner: Michelle Eutsler



Date signed: 2/24/02

549-18-1921

8509 Merlin
Street Address

Lot 249 Block 15
Lot # and Block #, Section Three(3)

Lyndy A. Layman
Property Owner: Lyndy Layman

Date signed: 2/23/02

Rob Olinger
Property Owner: Rob Olinger

Date signed: 2/23/02

14 Tam Ct.
Street Address

Lot 229 Block 14
Lot # and Block #, Section Three(3)

Theodora Gutowsky
Property Owner: Theodora Gutowsky

Date signed: 2/23/02

Property Owner:

Date signed: _____

8530 Merlin
Street Address

Lot 211 Block 13
Lot # and Block #, Section Three(3)

Juan F. Vasquez
Property Owner: Juan Vasquez

con

2/23/02
Date signed:

Allison Vasquez
Property Owner: Allison Vasquez

con

2/23/02
Date signed:

549-18-1924

1319 Modiste
Street Address

Lot 223 Block 13
Lot # and Block #, Section Three(3)

Arthur Slagle
Property Owner: Arthur Slagle

for

Date signed: 2-22-2002

Diane Slagle
Property Owner: Diane Slagle

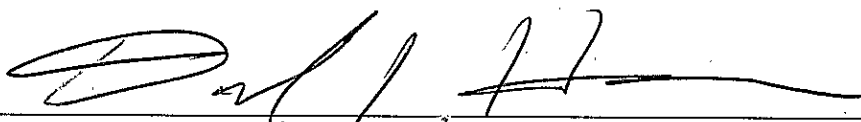
for

Date signed: 2-22-2002

549-18-1925

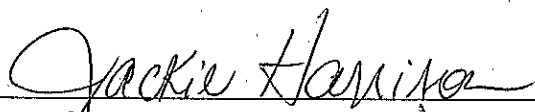
1315 Neeley
Street Address

Lot 213 Block 13
Lot # and Block #, Section Three(3)


Property Owner: David Harrison

for

Date signed: 2/21/02


Property Owner: Jackie Harrison

for

Date signed: 2/21/02

549-18-1926

1330 Krist
Street Address

Lot 276 Block 17
Lot # and Block #, Section Three(3)

Michael Howard
Property Owner: Michael Howard

Date signed: 2-23-02

Lillian Howard
Property Owner: Lillian Howard

Date signed: 2-23-02

for

for

549-18-1927

8324 Merlin
Street Address

Lot 281 Block 18
Lot # and Block #, Section Three(3)

Marvin Brenner
Property Owner: Marvin Brenner

Date signed: February 21, 2002

Faydell Brenner
Property Owner: Faydell Brenner

Date signed: Feb. 21, 2002

8409 Merlin Dr.
Street Address

Lot 260 Block 16
Lot # and Block #, Section Three(3)

Lynda Couch
Property Owner: Lynda Couch

LC

Date signed: 2/22/02

Property Owner:

Date signed: _____

549-18-1929

1322 Neeley

Street Address

Lot 218 Block 13

Lot # and Block #, Section Three(3)

Lorraine Podd

Property Owner:

Lorraine Podd

CP

Date signed: 2-22-02

Property Owner:

Date signed: _____

549-18-1938

8318 Leafy Lane
Street Address

271 - 1/2 272 Block 17
Lot # and Block #, Section Three(3)

Richard Tarco
Property Owner: Richard Tarco

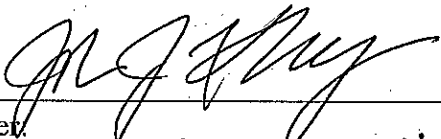
Date signed: 2-20-02

Blanca Tarco
Property Owner: Blanca Tarco

Date signed: 2-20-02

1 T91 Ct.
Street Address

Lot 239 Block 14
Lot # and Block #, Section Three(3)


Property Owner
John J. Klevenhagen, III



Date signed: 2/20/02

Property Owner:

Date signed: _____

549-18-1932

8332 Merlin
Street Address

Lot 280 Block 18
Lot # and Block #, Section Three(3)

Joe B. Stephens
Property Owner: Joe B. Stephens

low

Date signed: 2-20-02

Property Owner:

Date signed: _____

549-18-1933

1322 Modiste
Street Address

Lot 225 Block 14
Lot # and Block #, Section Three(3)

Richard J. Nordin
Property Owner:

Richard Nordin

Date signed: 2-19-02

Cheryl Nordin
Property Owner:
Cheryl Nordin

Date signed: 2-19-02

8341 Leafy Lane
Street Address

Lot #292 Block 18
Lot # and Block #, Section Three(3)

Roger Swanson
Property Owner:
ROGER SWANSON

Date signed: 2.19.02

Laura Dye
Property Owner:
Laura Dye

Date signed: 2.19.02

8334 Leafy Lane
Street Address

Lot 267 Block 17
Lot # and Block #, Section Three(3)

Thelma E. Gafford
Property Owner:
Thelma E. Gafford

low

Date signed: 2-19-2002

Property Owner:

Date signed: _____

549-18-1936

8346 Leafy Lane
Street Address

Lot 264 Block 17
Lot # and Block #, Section Three(3)

Noel S. Irvin
Property Owner: Noel S. Irvin

Date signed: 2/16/2002

NOEL S. IRVIN
Property Owner:

Date signed: 2/16/2002

8342 Leafy Lane
Street Address

Lot 265 Block 17
Lot # and Block #, Section Three(3)

Helen S. Wheat
Property Owner: Helen S. Wheat

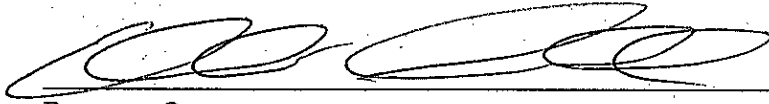
Date signed: 2/17/02

Helen S. Wheat
Property Owner:

Date signed: 2/17/02

8350 Leafy Lane
Street Address

Lot 263 Block 17
Lot # and Block #, Section Three(3)


Property Owner: Ellis Gerall

on

Date signed: 2/17/02


Property Owner: Cynthia Gerall

on

Date signed: 2/17/02

549-18-1939

8413 Merlin
Street Address

Lot 259 Block 16
Lot # and Block #, Section Three(3)

Barbara Conway
Property Owner: Barbara Conway

low

Date signed: 2-17-02

Property Owner:

Date signed: _____

549-18-1940

8429 Merline
Street Address

Lot 253 Block 16
Lot # and Block #, Section Three(3)

Raymond Thompson
Property Owner: Raymond Thompson

for

Date signed: 2/17/02

Jane Thompson
Property Owner: Jane Thompson

for

Date signed: 2/17/02

549-18-1941

1315 Pech
Street Address

Lot 241 Block 14
Lot # and Block #, Section Three(3)

Bill Davison
Property Owner: Bill Davison

Date signed: 2/17/2002

Judy Davison
Property Owner: Judy Davison

Date signed: 2/17/2002

for

for

549-18-1942

8421 Merlin
Street Address

Lot 257 Block 14
Lot # and Block #, Section Three(3)

Leo L Barnes
Property Owner:
Leo L. Barnes

for

Date signed: 2/17/02

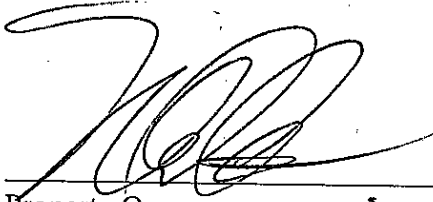
Property Owner:

Date signed: _____

549-18-1943

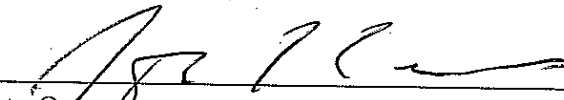
1309 Pech
Street Address

Lot 262 Block 16
Lot # and Block #, Section Three(3)


Property Owner: Michael Evans

for

Date signed: 2/16/02


Property Owner: Joan Evans

for

Date signed: 2/16/02

1320 Pech
Street Address

Lot 277 Block 18
Lot # and Block #, Section Three(3)

Jeanette L. Wright
Property Owner: Jeanette Wright

for

Date signed: 2-17-2002

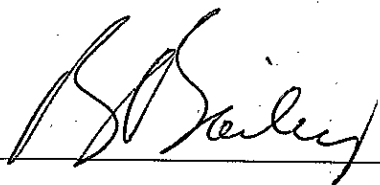
Property Owner:

Date signed: _____

549-18-1945

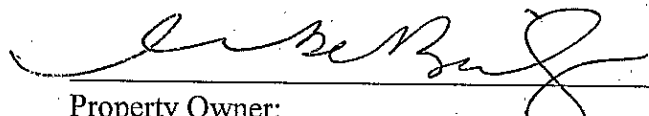
1318 Pech
Street Address

Lot 278 Block 18
Lot # and Block #, Section Three(3)


Property Owner: Bradley Bailey

con

Date signed: 2.17.02


Property Owner: Ann-Dee P. Bailey

con

Date signed: 2.17.02

549-18-1946

Kennedy
13 722 0027

549-18-1947

8319 Leafy Lane
Street Address

Lot 288 & 289 Block 18
Lot # and Block #, Section Three(3)

Joanne Sockler
Property Owner:
JOANNE SOCKLER

for

Date signed: 2-17-'02

Property Owner:

Date signed: _____

549-18-1948

6 T91 Court
Street Address

Lot 237 Block 14
Lot # and Block #, Section Three(3)

Property Owner: 
Bob Ray Dawson

for

Date signed: 2/17/02

Property Owner: _____

Date signed: _____

549-18-1949

1314 Pech Rd.
Street Address

Lot 279 Block 18
Lot # and Block #, Section Three(3)

Joy Purfurst
Property Owner: Joy Purfurst

con

Date signed: 02/16/02

Property Owner:

Date signed: _____

549-18-1950

1320 Modiste
Street Address

Lot 226 Block 14
Lot # and Block #, Section Three(3)

Evgenia L. Simons
Property Owner: Evgenia Simons

low

Date signed: 2/16/01

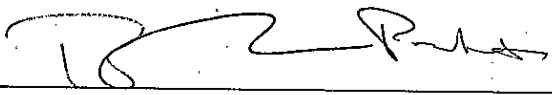
Property Owner:

Date signed: _____

549-18-1951

8526 Merlin
Street Address

Lot 212 Block 13
Lot # and Block #, Section Three(3)


Property Owner: Bridgett Tims Pracht

lor

Date signed: 2-16-02

Property Owner:

Date signed: _____

549-18-1952

8320 Merlin
Street Address

Lot 282+283 Block 18
Lot # and Block #, Section Three(3)

Clyde S. Altemus

Property Owner:

Clyde Altemus

for

Date signed: 2-16-02

Susan Altemus

Property Owner:

Susan Altemus

for

Date signed: 2.16.02

549-18-1953

8406 Merlin
Street Address

Lot 240 Block 14
Lot # and Block #, Section Three(3)

Mark Frugoni
Property Owner:
Mark Frugoni

for

Date signed: 2-16-02

Annelise Frugoni
Property Owner:
Annelise Frugoni

for

Date signed: 2-16-02

549-18-1954

8405 Merlin
Street Address

Lot 261 Block 16
Lot # and Block #, Section Three(3)

Sam Condic
Property Owner: Samuel Condic

Con

Date signed: 16 FEB, 2002

Elizabeth Condic
Property Owner: Elizabeth Condic

Con

Date signed: 2/16/02

549-18-1955

6 Tam Court
Street Address

Lot 231 Block 14
Lot # and Block #, Section Three(3)

Nancy G. Mooney
Property Owner:
Nancy Mooney

low

Date signed: 2-16-02

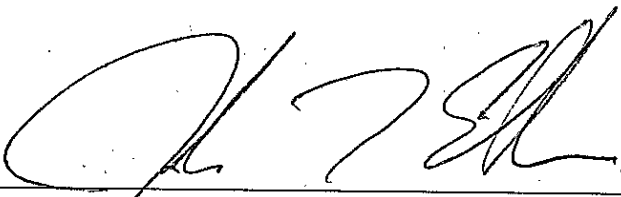
Property Owner:

Date signed: _____

549-18-1956

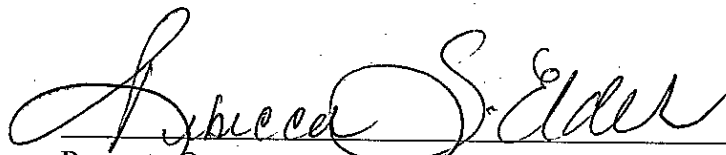
8424 Merlin
Street Address

Lot 233 Block 14
Lot # and Block #, Section Three(3)


Property Owner: John Elder

Cor

Date signed: 2-16-02


Property Owner: Rebecca Elder

Cor

Date signed: 2/16/02

549-18-1957

1318 Modiste
Street Address

Lot 227 Block 14
Lot # and Block #, Section Three(3)

Steph N Mosen
Property Owner:
Stephen Mosen

for

Date signed: 2-16-02

Suzan Mosen
Property Owner:
Suzan Mosen

for

Date signed: 2-16-02

549-18-1958

10 Tam Court
Street Address

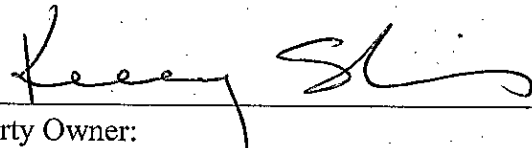
Lot 230 Block 14
Lot # and Block #, Section Three(3)



Property Owner: Tom Stinson



Date signed: 2-16-02



Property Owner: Kelly Stinson



Date signed: 2-16-02

549-18-1959

1315 Modiste
Street Address

Lot 222 Block 13
Lot # and Block #, Section Three(3)

Property Owner:

William Herrmann
William Herrmann

Date signed:

2/16/02

Property Owner:

Ann Herrmann
Ann Herrmann

Date signed:

2-16-02

8501 Merlin
Street Address

Lot 250 Block 15
Lot # and Block #, Section Three(3)

Pat L Richards
Property Owner:
Pat L. Richards

for

Date signed: 2-16-02

Billie Richards
Property Owner:
Billie Richards

for

Date signed: 2-16-02

549-18-1961

8513 Merlin
Street Address

Lot 248 Block 15
Lot # and Block #, Section Three(3)

Ben Wohlford
Property Owner: Ben Wohlford

lor

Date signed: 2/16/02

Lindsey Wohlford
Property Owner: Lindsey Wohlford

lor

Date signed: 2/16/02

549-18-1962

8517 Merlin
Street Address

Lot 247 Block 15
Lot # and Block #, Section Three(3)

Molly Pitkin
Property Owner: Molly Pitkin

bw

Date signed: 5/16/02

Property Owner:

Date signed: _____

549-18-1963

1320 Neeley
Street Address

Lot 219 Block 13
Lot # and Block #, Section Three(3)

Ronald A. Ohstfeldt
Property Owner: Ronald Ohstfeldt

Con

Date signed: 2/16/02

Mildred Ohstfeldt
Property Owner: Mildred Ohstfeldt

Con

Date signed: 2/16/02

549-18-1964

1319 Neeley
Street Address

Lot 217
Lot 216 Block 13
Lot # and Block #, Section Three(3)

Frances P. Lahrmann
Property Owner: Frances P. Lahrmann

(or)

Date signed: 2-16-02

Property Owner:

Date signed: _____

549-18-1965

8521 Merlin
Street Address

Lot 246 Block 15
Lot # and Block #, Section Three(3)

Wes Lincecum
Property Owner: Wes Lincecum

low

Date signed: 2/16/02

Stacey Lincecum
Property Owner: Stacey Lincecum

low

Date signed: 2/16/02

549-18-1966

8529 Merlin
Street Address

Lot 244 Block 15
Lot # and Block #, Section Three(3)

Mike Zabransky
Property Owner: Mike Zabransky

low

Date signed: 2/16/02

Property Owner:

Date signed: _____

549-18-1962

8326 Leafy Lane

Street Address

Lot 269 Block 17

Lot # and Block #, Section Three(3)

Property Owner:

RD/K
Robert D. Kennedy

W

Date signed:

2-16-02

Property Owner:

Colleen Kennedy
Colleen Kennedy

Bonnie B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2002 FEB 25 PM 4:17

FILED

W

Date signed:

2-16-02

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 herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris
County, Texas on

FEB 25 2002



Bonnie B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to
Robert D Kennedy
5100 Westheimer #200
Houston, TX 77056

AMENDMENT TO THE RESTRICTIVE COVENANTS
OF SPRING OAKS, SECTION THREE (3)

12
Amend
4/8/02
M

THE STATE OF TEXAS

S
S
S
S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This Amendment to the Restrictive Covenants is made by and among the undersigned persons who collectively constitute the owners of a majority of the lots in Spring Oaks, Section Three (3).

WHEREAS, Deed Restrictions for Spring Oaks, Section Three (3) were recorded in Volume 2589, Page 234 of the Deed Records of Harris County, Texas on or about April 10, 1953;

WHEREAS, such restrictions imposed on all lots in Spring Oaks, Section Three (3) the certain covenants, conditions, restrictions, and easements therein set forth;

WHEREAS, Paragraph Nineteen (19) of the Restrictions provides that the Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them until May 18, 1978, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part; and

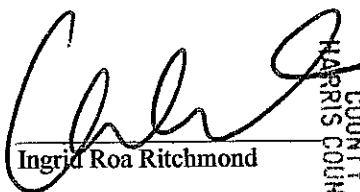
WHEREAS, the undersigned owners, being the owners of at least fifty-one percent (51%) of real property in Spring Oaks, Section Three (3), wish to amend and modify the Restrictions and hereinafter provided.

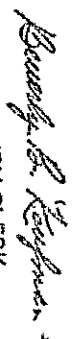
NOW THEREFORE, pursuant to the power granted to a majority of the owners under the Restrictions, the undersigned owners, being a majority of the lots in Spring Oaks Section Three (3) desire to expressly provide:

"THAT A TWO STORY HOUSE SHALL BE PERMITTED ON LOT NO. 219, BLOCK 13, SPRING OAKS, SECTION 3, UPON THE RECORDING OF A PETITION TO WAIVE ONE STORY RESTRICTION SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS AGREEING TO PERMIT SUCH TWO-STORY CONSTRUCTION"

IN WITNESS HEREOF, this amendment to the Restrictions for Spring Oaks, section Three (3) was executed as of the date indicated following the signature of the undersigned owners and are effective upon proper recordation of this document in the Real Property Records of Harris County, Texas.

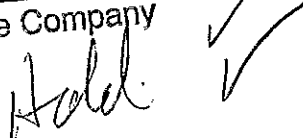
DATED this 27th day of December, 2006.


Ingrid Roa Ritchmond


COUNTY CLERK
HARRIS COUNTY, TEXAS

2007 JAN -8 PM 1:51

FILED

GF # 2612 0055
Houston Title Company


STATE OF TEXAS

S

S

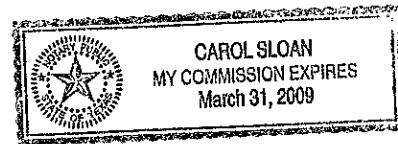
COUNTY OF HARRIS

S

Before me, a notary public, on this day personally appeared Ingrid Roa Ritchmond, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 28th day of December 2006.


Notary Public for The State of Texas



We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77055.

Name

Address

Phone

Lindsay Huen

8525 Merlin

713 334 7077 (56)

Keith Michael Johnson

8529 Merlin

713-467-6343

Lindsay Wonged

8513 Merlin

713-463-7048

Dated: _____

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas 77005.

Name

Address

~~Address~~

Jackie Hawson 1315 Neeley Dr.

~~Frances P. Lehmann~~ 1319 Neeley Dr.

Joseph Graham 1316 Neeley Dr.

Ken Tekell 8517 Merlin

Oscar Horvath 8530 Merlin

Scott Pruitt 8520 Merlin

Lyndy Alinger 8509 Merlin

702

Dated this the 10th day of December, 2006

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77005-77055

Name

Address

Phone

Marvin C. Brenner 8324 Merlin Dr Houston TX 77055 713-468-8600 *for*

(my wife passed away in July 2006)

Kelly & Tom Stinson 10 Tam Ct. Houston TX 77055 *for*

Nancy Mooney 6 Tam Ct Houston TX 77055 *for*

[John Bale 8420 Merlin Dr. Houston, TX 77055 *for*

Beverly Bale 8420 Merlin *for*

John J. Kelly 1 Tal Ct Houston TX 77055 *for*

Scot & Billie Davis 14 Tal Ct Houston, TX 77055 *for*

Dated: Dec, 12, 2006

GR 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77055.

Name

Address

Phone

Art Slagle	1319 Modeste	Art Slagle
Diane Slagle	1319 Modeste	Diane Slagle
Art Slagle	1315 Modeste	Art Slagle
Diane Slagle	1315 Modeste	Diane Slagle
Ronald Ohstfeldt	1320 Neeley	Ronald Ohstfeldt
Mildred Ohstfeldt	1320 Neeley	Mildred Ohstfeldt
Loraine Padd	1316 Neeley	Loraine Padd
Cynthia Gerall	835 Keaty Lane	Cynthia Gerall
Dated: 12-12-2006		

LF 06/2055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77005.

Name Address Phone

~~Frank Oye~~ ~~Wozynman~~
Roger Swanson 8341 Leafy 713-464-1946 1002

Clara A. Kessler 8302 Leafy Lane 713-465-5303

Walter Henry 1321 Modiste 713-465-5925

Leah Anna 1318 Modiste 7-464-1082

Cut Slope 1319 Modiste 832-369-2167

Cut Slope 1315 Modiste 832-369-2167

John Kazzall 8338 Leafy Lane, 77055 713-461-0064
Robert & Michelle Eutsler 8318 Leafy Lane 77055

Amy Winstead 8417 Raylin Dr. 713-647-1360 77055

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas ~~77055~~ 77055

Name

Address

~~None~~

for

Thelma E. Gafford 8334 Leafy Ln.

MAURICE VERNET 8330 LEAFY LN

~~Wanda~~ Wanda +
GRAHAM DUHAMEL 10 TALCT
Wanda Duhamel

GRAHAM DUHAMEL 10 TAL COURT

Mary Anne Sketark 1320 Bingle 77055

David Cook 8342 Leafy Lane 77055

Ginny Langerkamp 8309 Leafy Lane 055

Tyla Langerkamp 8309 Leafy Lane 77055

Dated this the 12th day of December, 2006

2006-12-13 16:55

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas 77065.

Name

Address

~~Phone~~

MARK FUGONI

8406 MERLIN

for

JOY PURFURST 1314 Beck Rd

How Kay 1/2 mile #6 TAC CT.

James R. Byrum 8413 Merlin Dr.

Dated this the ___ day of December, 2006

GF 06/2055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77005.

Name

Address

[Signature]

JIM SCHWABENLAND

8445 MERLIN DR

Houston, TX 77055

[Signature]
Paul Schwabenland

Dated:

12-13-06

7/2006 10:48 713665/305
GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.

Name	Address	Phone
Olson Twa nru	8313 Lazy Lane	713-647-6282
Eugenia Simon	1320 Modest Ln	713/428-4959

JOL

Dated: _____

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley,
Harris County, Texas agree that a two story residence can be built at 1320 Neeley,
Houston, Texas 77005.

Name Address Phone
Oliver T. Tranter 8313 Lazy Lane 713-647-6282
Eugenia L. Larios 1320 Modesto Dr 713/428-4959
M. SOPHER 1318 Bingle 713-647-9250
Ann Skotak 1320 Bingle 713-4643734

Dated: _____

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
stamped herein by me, and was duly RECORDED. In the Official Public Records of Real Property of Harris
County Texas on

JAN - 8 2007



Dorothy L. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

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

12
Modif
24, 25
Z
VC

PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3

Subdivision: SPRING OAKS, SECTION 3, according to the map or plat thereof recorded under Volume 41, Page 10 of the Map Records of Harris County, Texas. *ll*

Current Deed Restrictions: Those recorded under Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

Purpose of Petition: The sole purpose of this Petition to Modify Deed Restrictions is to change the limitation on "stories in height" for single family dwellings in the Subdivision from one story to two stories.

Compliance with the Current Deed Restrictions: This Petition to Modify Deed Restrictions must receive the approval of a majority of the owners of the lots in the Subdivision in order to modify the Current Deed Restrictions. After the requisite approval has been received, the Modified Deed Restrictions set forth below shall be applicable to all lots in the Subdivision, effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

Proposed Modification: Upon compliance with the Current Deed Restrictions, the following restrictive covenants (the "Modified Deed Restrictions") shall apply to the Subdivision by incorporation into the Current Deed Restrictions. The Modified Deed Restrictions shall run with the land, bind and benefit each owner of property in the Subdivision and their heirs, executors, representatives, successors and assigns, and shall restrict all property in the Subdivision, whether or not referenced in subsequent deeds.

ARTICLE I
MODIFIED DEED RESTRICTIONS

1. The first sentence of Paragraph 2 of the Current Deed Restrictions is hereby deleted in its entirety and replaced with the following:

"No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant."
2. For reference purposes only, the following is a comparison of the original first sentence of Paragraph 2 of the Current Deed Restrictions to the modified version of the same set forth above:

"No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one story two stories in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant."

RP 069-78-1965

THE UNDERSIGNED EXECUTES THIS PETITION TO FACILITATE ITS RECORDING IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, AND TO EVIDENCE THE APPROVAL OF THE PETITION BY THE OWNERS IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO.

By: *Janelia Tse*
Name: Janelia Tse
Address: 8314 Leafy Lane, Houston, TX 77055
The East 45 ft. of Lot 272, and the West 36.5 ft. of
Lot 273, Block 17, Spring Oaks, Section 3

(101)
for

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before by Janelia Tse, on this the 31ST day of December, 2009.



[Notary Seal]

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

AFTER RECORDING
PLEASE RETURN TO:

Wilson, Cribbs & Goren, P.C.
2500 Fannin St.
Houston, Texas 77002

Wilson, Cribbs & Goren
COUNTY CLERK
HARRIS COUNTY, TEXAS

2010 JAN -6 PM 2:46

FILED

9961-82-690 JH

EXHIBIT A

SIGNATURE PAGE TO PETITION TO MODIFY DEED RESTRICTIONS FOR SPRING OAKS, SECTION 3

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Street Address:

Legal Description:

Bridgett Pracht
Printed Name: Bridgett Pracht

8526 Merlin
Houston, TX 77055

Lot 212, Block 13,
Spring Oaks, Section 3

JOHN BELEW
Printed Name: JOHN BELEW

8420 MERLIN
Houston, TX 77055

Lot 234, Block 14,
Spring Oaks, Section 3

Beverly Bellew
Printed Name: Beverly Bellew

8420 Merlin
Houston, TX 77055

Lot 234, Block 14,
Spring Oaks, Section 3

Heather Rasmussen
Printed Name: Heather Rasmussen

8324 Merlin
Houston, TX 77055

Lot 281A, Block 18,
Spring Oaks, Section 3

Byrnie Rasmussen
Printed Name: Byrnie Rasmussen

8324 Merlin
Houston, TX 77055

Lot 281A, Block 18,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Street Address:

Legal Description:

<u>Thelma E. Gafford</u> Printed Name: <u>Thelma E. Gafford</u>	<u>8334 Leafy Ln</u> Houston, TX 77055	Lot <u>267</u> , Block <u>17</u> Spring Oaks, Section 3	12
<u>David Cook</u> Printed Name: <u>David Cook</u>	<u>8342 Leafy Lane</u> Houston, TX 77055	Lot <u>265</u> , Block <u>17</u> Spring Oaks, Section 3	10
<u>M. Sopher</u> Printed Name: <u>M. Sopher</u>	<u>1318 Bingle</u> Houston, TX 77055	Lot <u>214</u> , Block <u>13</u> Spring Oaks, Section 3	10
<u>Patricia Rowley</u> Printed Name: <u>PATRICIA ROWLEY</u>	<u>8424 Merlin</u> Houston, TX 77055	Lot <u>233</u> , Block <u>14</u> Spring Oaks, Section 3	10
<u>Charles J. Griffin</u> Printed Name: <u>CHARLES GRIFFIN</u>	<u>2 The Court</u> Houston, TX 77055	Lot <u>238</u> , Block <u>14</u> Spring Oaks, Section 3	10
<u>Janice T. Griffin</u> Printed Name: <u>Janice T. Griffin</u>	<u>2741 Ct</u> Houston, TX 77055	Lot <u>238</u> , Block <u>14</u> Spring Oaks, Section 3	10
<u>Patricia G. Gueaga</u> Printed Name: <u>Patricia Gueaga</u>	<u>8409 Merlin</u> Houston, TX 77055	^{259A} Lot <u>260</u> , Block <u>16</u> Spring Oaks, Section 3	10
<u>Cody G. Gueaga</u> Printed Name: <u>Cody Gueaga</u>	<u>8409 Merlin</u> Houston, TX 77055	^{259A} Lot <u>260</u> , Block <u>16</u> Spring Oaks, Section 3	10
<u>Katherine Aubin</u> Printed Name: <u>KATHERINE Aubin</u>	<u>8506 MERLIN</u> Houston, TX 77055	Lot <u>221</u> , Block <u>13</u> Spring Oaks, Section 3	10
<u>Walter Moody</u> Printed Name: <u>WALTER MOODY</u>	<u>6 Tam Ct</u> Houston, TX 77055	Lot <u>231</u> , Block <u>14</u> Spring Oaks, Section 3	20

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

UDAY TARE
Printed Name: UDAY TARE

MANSI SOSHI
Printed Name: MANSI SOSHI

Alisa Dawson
Printed Name: Alisa Dawson

GREG DAWSON
Printed Name: GREG DAWSON

James Schwabenland
Printed Name: James Schwabenland

JAMES SCHWABENLAND
Printed Name: JAMES SCHWABENLAND

CJANE THOMPSON
Printed Name: CJANE THOMPSON

Raymond G. Thompson
Printed Name: Raymond G. Thompson

CHANDA BROTEMARKLE
Printed Name: CHANDA BROTEMARKLE
De Boyes

Scott De Boyes
Printed Name: Scott De Boyes

Street Address:

Legal Description:

8513 MERLIN Lot 298, Block 15,
Houston, TX 77055 Spring Oaks, Section 3

8513 MERLIN Lot 298, Block 15,
Houston, TX 77055 Spring Oaks, Section 3

8501 MERLIN Lot 280, Block 15,
Houston, TX 77055 Spring Oaks, Section 3

8501 MERLIN Lot 280, Block 15,
Houston, TX 77055 Spring Oaks, Section 3

8445 MERLIN Lot 251, Block 16,
Houston, TX 77055 Spring Oaks, Section 3

8445 MERLIN Lot 251, Block 16,
Houston, TX 77055 Spring Oaks, Section 3

8429 MERLIN Lot 253, Block 16,
Houston, TX 77055 Spring Oaks, Section 3

8429 MERLIN Lot 253, Block 16,
Houston, TX 77055 Spring Oaks, Section 3

1322 Modiste AGAESTE Lot 225, Block 14,
Houston, TX 77055 Spring Oaks, Section 3

1322 Modiste AGAESTE Lot 225, Block 14,
Houston, TX 77055 Spring Oaks, Section 3

102

102

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6961-87-690 33

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Matt Angell
Printed Name: Matt Angell

Angie Angell
Printed Name: Angie Angell

Pat Rowley
Printed Name: Patricia Rowley

Bob Ray Dawson
Printed Name: Bob Dawson

Jo Ann Fetzl
Printed Name: Jo Ann Fetzl

Stephen Monsen
Printed Name: STEPHEN MONSEN

Suzan Monse
Printed Name: SUZAN MONSEN

Jeannette L. Wright
Printed Name: JEANNETTE L. WRIGHT

RON GOLEY
Printed Name: RON GOLEY

Bill Fetzl
Printed Name: Bill Fetzl

Street Address:

Legal Description:

8421 MERLIN
Houston, TX 77055

~~2251~~ 256
~~2261~~ TRS 255
Lot 257A Block 16
Spring Oaks, Section 3

8421 MERLIN
Houston, TX 77055

~~2251~~ 256
~~2261~~ TRS 255
Lot 257A Block 16
Spring Oaks, Section 3

8424 MERLIN
Houston, TX 77055

Lot 233 Block 14
Spring Oaks, Section 3

#6 TAL CT
Houston, TX 77055

Lot 237 Block 14
Spring Oaks, Section 3

#2 Tam Ct
Houston, TX 77055

Lot 232 Block 14
Spring Oaks, Section 3

1318 Modiste
Houston, TX 77055

Lot 227 Block 14
Spring Oaks, Section 3

1318 Modiste
Houston, TX 77055

Lot 227 Block 14
Spring Oaks, Section 3

1320 Peck
Houston, TX 77055

Lot 227 Block 18
Spring Oaks, Section 3

8329 KENYON
Houston, TX 77055

Lot 290 Block 18
Spring Oaks, Section 3

2 TAM CT
Houston, TX 77055

Lot 232 Block 14
Spring Oaks, Section 3

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

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OWNER

PROPERTY

Frances P. Lahrmann
Printed Name: Frances Lahrmann

Lorraine Podd
Printed Name: Lorraine Podd

Joseph Graham
Printed Name: Joseph Graham

Kim Graham
Printed Name: Kim Graham

Bridgett Racht
Printed Name: Bridgett Racht

Olivia Melo
Printed Name: Olivia Melo

Oscar Morales
Printed Name: Oscar Morales

Adam Green
Printed Name: Adam Green

Lyndsey Green
Printed Name: Lyndsey Green

John Nelson
Printed Name: John Nelson

Street Address:

Legal Description:

1314
NEELY
Houston, TX 77055

Lot 217, Block 13
Lot 216, Block 13
Spring Oaks, Section 3

1322 Neely
Houston, TX 77055

Lot 218, Block 13
Spring Oaks, Section 3

1316 NEELEY
Houston, TX 77055

Lot 228, Block 13
Spring Oaks, Section 3

1316 NEELEY
Houston, TX 77055

Lot 220, Block 13
Spring Oaks, Section 3

8526 MEALIN
Houston, TX 77055

Lot 212, Block 13
Spring Oaks, Section 3

8530 MEALIN
Houston, TX 77055

Lot 311, Block 13
Spring Oaks, Section 3

8570 MERUN
Houston, TX 77055

Lot 211, Block 13
Spring Oaks, Section 3

8525 MERUN
Houston, TX 77055

Lot 245, Block 15
Spring Oaks, Section 3

8925 MERUN
Houston, TX 77055

Lot 245, Block 15
Spring Oaks, Section 3

8521 MERUN
Houston, TX 77055

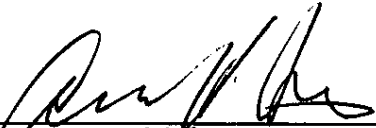
Lot 246, Block 15
Spring Oaks, Section 3

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

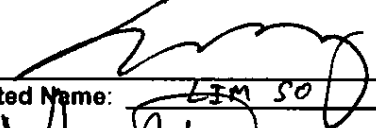

Printed Name: AARON SANG

Street Address:

Legal Description:

8405 MERLIN
Houston, TX 77055

Lot 261, Block 16,
Spring Oaks, Section 3


Printed Name: LIM SO

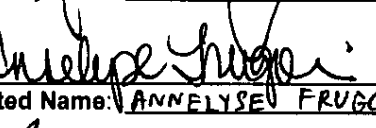
8405 MERLIN
Houston, TX 77055

Lot 261, Block 16,
Spring Oaks, Section 3


Printed Name: MARK FRUGONI

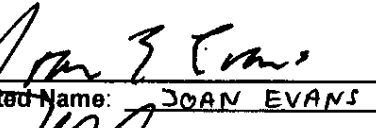
8406 MERLIN
Houston, TX 77055

Lot 240, Block 14,
Spring Oaks, Section 3


Printed Name: ANNELYSE FRUGONI

8406 MERLIN
Houston, TX 77055

Lot 240, Block 14,
Spring Oaks, Section 3


Printed Name: JOAN EVANS

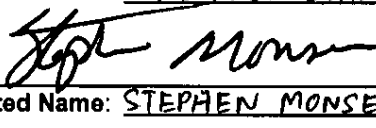
1309 PECH
Houston, TX 77055

Lot 262, Block 16,
Spring Oaks, Section 3


Printed Name: MICHAEL EVANS

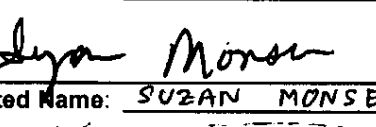
1309 PECH
Houston, TX 77055

Lot 262, Block 16,
Spring Oaks, Section 3


Printed Name: STEPHEN MONSEN

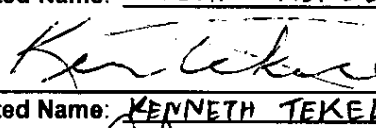
1318 MODISTE
Houston, TX 77055

Lot 227, Block 14,
Spring Oaks, Section 3


Printed Name: SUZAN MONSEN

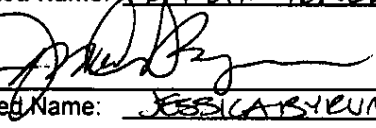
1318 MODISTE
Houston, TX 77055

Lot 227, Block 14,
Spring Oaks, Section 3


Printed Name: KENNETH TEKELL

8517 MERLIN
Houston, TX 77055

Lot 247, Block 15,
Spring Oaks, Section 3


Printed Name: JESSICA BYRUM

8413 MERLIN
Houston, TX 77055

TRs 258 &
Lot 259A, Block 16,
Spring Oaks, Section 3

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Street Address:

Legal Description:

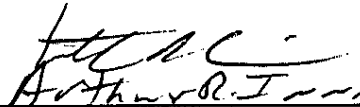
<u>Virginia D. Hamilton</u> Printed Name: <u>VIRGINIA D. HAMILTON</u>	<u>1330 KRIST</u> Houston, TX 77055	Lot <u>276</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Robert Eutsler</u> Printed Name: <u>Robert Eutsler</u>	<u>8318 Leafy</u> Houston, TX 77055	Lot <u>271</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Mehelle Eutsler</u> Printed Name: <u>Mehelle Eutsler</u>	<u>8318 Leafy</u> Houston, TX 77055	Lot <u>271</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Julia Bagnall</u> Printed Name: <u>JULIA BAGNALL</u>	<u>838 Leafy</u> Houston, TX 77055	TR265A Lot <u>268</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Janelle We</u> Printed Name: <u>Janelle We</u>	<u>8314 Leafy</u> Houston, TX 77055	Lot <u>272</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Michael J. McRight</u> Printed Name: <u>MICHAEL J. MCRIGHT</u>	<u>8322 Leafy Ln</u> Houston, TX 77055	Lot <u>270</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Jelly McRight</u> Printed Name: <u>JELLY MCRIGHT</u>	<u>8322 LEAFY LN</u> Houston, TX 77055	Lot <u>270</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Virginia Laugenkamp</u> Printed Name: <u>VIRGINIA LAUGENKAMP</u>	<u>8309 Leafy Lane</u> Houston, TX 77055	Lot <u>286</u> , Block <u>18</u> , Spring Oaks, Section 3	<u>102</u>
<u>Tiler Laugenkamp</u> Printed Name: <u>TIKER LAUGENKAMP</u>	<u>8309 Leafy Lane</u> Houston, TX 77055	Lot <u>286</u> , Block <u>18</u> , Spring Oaks, Section 3	<u>102</u>
<u>Laura Dye</u> Printed Name: <u>LAURA DYE</u>	<u>8341 Leafy Lane</u> Houston, TX 77055	Lot <u>292</u> , Block <u>18</u> , Spring Oaks, Section 3	<u>102</u>

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

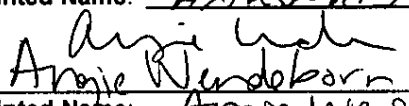
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OWNER

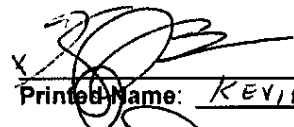
PROPERTY


Printed Name: Arthur R. Jones

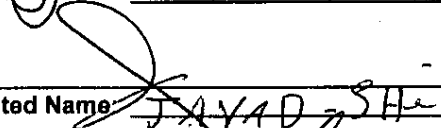
Street Address: 8313 Leafy Ln Legal Description: Lot 287, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: Angie Wendeborn

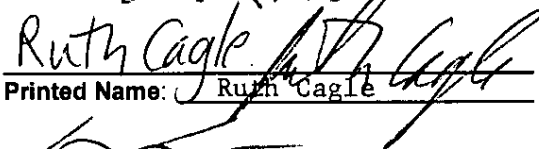
8313 Leafy Lot 287, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: KEVIN OUTMAN

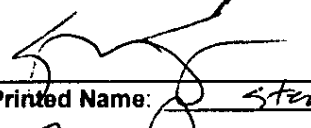
8337 LEAFY LN Lot 291, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: JAYAD SHE

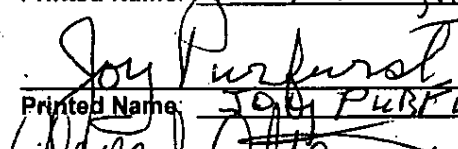
8346 Leafy Ln Lot 264, Block 17
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: Ruth Cagle

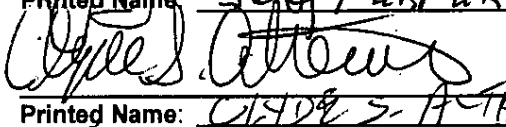
1318 Pech Rd Lot 278, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: Steve Cagle

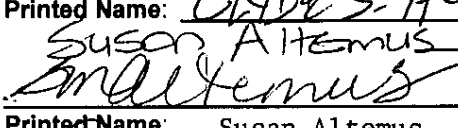
1318 Pech Rd Lot 278, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: JOY PURPURST

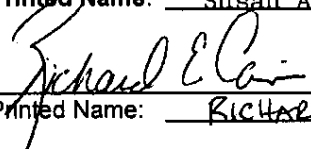
1314 Pech Rd Lot 279, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: CLYDE S. ALTMAN

8320 Merlin R Lot 282A283, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: Susan Altman

8320 Merlin Pr Lot 282A283, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: RICHARD E. CAIN

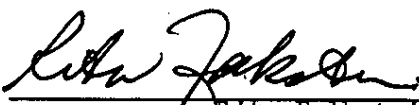
8316 MERLINDR Lot 284, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102

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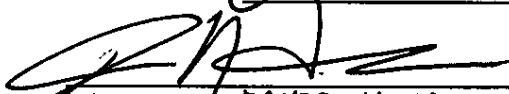
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OWNER

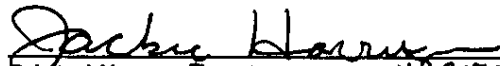
PROPERTY


Printed Name: Rita Falkstein

Street Address: 1721 MODISTE Legal Description: Lot 224, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: DAVID HARRISON

Neeley
1315 NEELEY Lot 713, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: JACQUELINE HARRISON

Neeley
1315 NEELEY Lot 213, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Kelly L. McCright

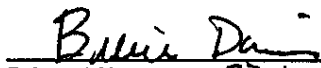
0322 LEAFY Lot 270, Block 17, 20
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Michael McCright

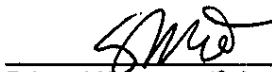
0322 LEAFY Lot 270, Block 17, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: George D. Parker Jr.

0417 MERUN Lot 257, Block 16, 20
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Billie Davis

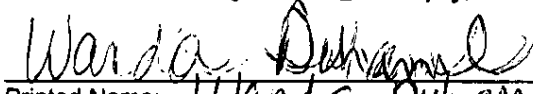
14 TAL CT. Lot 235, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Michael Scott Davis

14 TAL CT. Lot 235, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: GRAHAM DUHAMEL

10 TAL Lot 236, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Wanda Duhamel

10 TAL Lot 236, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3

PP 369-70-1975

**SIGNATURE PAGE TO
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OWNER

PROPERTY

Jerry M. Speers

Printed Name: Jerry M. Speers

Clara Kessler

Printed Name: CLARA KESSLER

Heather Hanka

Printed Name: Heather Hanka

Bill Davison

Printed Name: Bill Davison

Judy Davison

Printed Name: JUDY DAVISON

Robert C. Davis

Printed Name: ROBERT C. DAVIS

Rebecca A. Vogel

Printed Name: REBECCA A. Vogel

Randy P. Parker

Printed Name: RANDY P. PARKER

Printed Name: _____

James T. Barden

Printed Name: JAMES T. BARDEN

Street Address:

Legal Description:

8310 Merlin
Houston, TX 77055

Lot 285, Block 18,
Spring Oaks, Section 3

18

8322 Pech Rd
Houston, TX 77055

Lot 275, Block 17,
Spring Oaks, Section 3

18

1317 Pech Rd.
Houston, TX 77055

Lot 242, Block 14,
Spring Oaks, Section 3

18

1315 Pech
Houston, TX 77055

Lot 241, Block 14,
Spring Oaks, Section 3

18

1315 Pech
Houston, TX 77055

Lot 241, Block 14,
Spring Oaks, Section 3

18

8332 Merlin
Houston, TX 77055

Lot 280, Block 18,
Spring Oaks, Section 3

18

8332 Merlin
Houston, TX 77055

Lot 280, Block 18,
Spring Oaks, Section 3

18

14 TAM CT
Houston, TX 77055

Lot 229, Block 14,
Spring Oaks, Section 3

18

14 TAM CT
Houston, TX 77055

Lot 229, Block 14,
Spring Oaks, Section 3

1317 Pech Rd
Houston, TX 77055

Lot 242, Block 14,
Spring Oaks, Section 3

18

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and 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 the number Sequence on the date and at the
clerk's office by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County Texas on

JAN - 6 2010



Bruce P. Rayburn

COUNTY CLERK
HARRIS COUNTY, TEXAS

After recording return to:

INDEPENDENT BANK, DBA INDEPENDENT FINANCIAL
7677 Henneman Way
McKinney, Texas 75070
Attention: Loan Operations

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

FAH24014681

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES,
ASSIGNMENT OF RENTS, AND FINANCING STATEMENT**

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT (as amended, modified, or restated from time to time, this "***Deed of Trust***") is made on the date stated below by Debtor in favor of Trustee, for the benefit of Lender, who are identified and whose addresses are stated below. By signing this Deed of Trust, Debtor agrees to the terms and conditions and makes the covenants stated in this Deed of Trust.

"EFFECTIVE DATE": **DECEMBER 20, 2024**

"DEBTOR": **CASTILLE INVESTMENTS, LLC**
a Texas limited liability company
9018 Elizabeth Road, Houston, TX 77055
Attention: Chad J. Castille

"LENDER": **INDEPENDENT BANK DBA INDEPENDENT FINANCIAL**
7677 Henneman Way
McKinney, Texas 75070
Attention: Loan Operations

"TRUSTEE": **DANIEL W. BROOKS**

"NOTE": That certain **PROMISSORY NOTE** dated as of the Effective Date, in the original principal amount of **SIX HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$660,000.00)**, executed by Debtor and payable to Lender in accordance with the terms and conditions stated therein (as the same may be amended, modified, or restated from time to time, the "***Note***").

"LAND": The land described in Exhibit A attached hereto and made a part hereof for all purposes.

ARTICLE I SECURITY

1.01 CONVEYANCE IN TRUST. For value received, the receipt and sufficiency of which Debtor acknowledges, and to secure the payment of the Indebtedness described in Section 2.01 and performance of the covenants and agreements of Debtor stated in this Deed of Trust and in the Loan Documents, Debtor conveys the Property described in Section 1.02, including without limitation, the Land, to the Trustee in trust, with power of sale, **TO HAVE AND TO HOLD** the Property, together with the rights, privileges, and appurtenances thereto belonging unto the Trustee and the Trustee's substitutes or successors forever. Debtor binds itself and its heirs, executors, administrators, personal representatives, successors, and assigns to **WARRANT AND FOREVER DEFEND** the Property unto the Trustee, and the Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

1.02 PROPERTY. The Property covered by this Deed of Trust includes the Land and the following items described in this Section 1.02, whether now owned or hereafter acquired by Debtor, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust, and all rights, hereditaments and appurtenances pertaining thereto, all of which are referred to as the "Property":

(a) Any and all buildings, improvements (including, but not limited to, roads, curbs, gutters, public utilities, and drainage systems), and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the "Improvements");

(b) All equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personalty") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personalty is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;

(c) All water and water rights, timber, crops, and mineral interest pertaining to the Land;

(d) All building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements, and all other building materials, regardless of location, intended to be installed in or on the Land or the Improvements;

(e) All plans and specifications for the Improvements and for any future development of or construction on the Land and all contracts and subcontracts relating to the construction of the Improvements on the Land;

(f) All rights (but not Debtor's obligations) under any contracts relating to the Land, the Improvements, or the Personalty, including, without limitation, all sales and professional contracts;

(g) All deposits (including tenant security deposits), bank accounts, funds, deeds of trust, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;

(h) All rights (but not Debtor's obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise,

issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;

(i) All permits, licenses, franchises, certificates, and other rights and privileges now owned or held or hereafter obtained in connection with the Land, the Improvements, or the Personalty;

(j) All development rights, utility commitments, water and wastewater taps, living unit equivalents, capital improvement project contracts, utility construction agreements with any governmental authority, including municipal utility districts, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Land or the Improvements;

(k) All proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personalty;

(l) All proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, or the Personalty;

(m) All proceeds from the taking of any of the Land, the Improvements, the Personalty, or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law;

(n) All right, title, and interest in and to all streets, roads, public places, easements, and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land;

(o) All of the Leases, rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Land, the Improvements, or the Personalty, including without limitation cash or securities deposited pursuant to Leases to secure performance by the tenants of their obligations thereunder;

(p) All consumer goods located in, on, or about the Land or the Improvements or used in connection with the use or operation thereof; however, neither the term "consumer goods" nor the term "Personalty" includes clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes;

(q) All other interest of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personalty and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property and all of Debtor's rights (but not Debtor's obligations) under any covenants, conditions, and restrictions for the Land, as the same may be amended from time to time, including Debtor's rights, title, and interests thereunder as declarant or developer, if applicable; and

(r) All products and proceeds of the Personalty described in this Section 1.02 (the Personalty and other personal property described in this Section 1.02 being sometimes collectively referred to as the "Personal Property").

ARTICLE II INDEBTEDNESS AND PAYMENTS

2.01 INDEBTEDNESS. The indebtedness secured by this Deed of Trust (the “*Indebtedness*”) shall mean and include the following:

(a) The Indebtedness (as defined in the Loan Agreement) including any and all sums becoming due and payable pursuant to the Note;

(b) Any and all other sums becoming due and payable by Debtor to Lender as a result of advancements made by Lender pursuant to the terms and conditions of this Deed of Trust or any other Loan Documents securing or executed in connection with or otherwise relating to the Note, including without limitation the repayment of any future advances made by Lender to Debtor as provided in paragraph (c) below and the repayment of any sums advanced for the protection of Lender’s security pursuant to this Deed of Trust;

(c) Debtor and Lender contemplate that Lender will, from time to time, engage in various transactions and that from time to time other circumstances may arise, in which Debtor becomes obligated to Lender. Debtor understands that some of those transactions and circumstances may be of a type that is very different from the loan transaction evidenced in part by the Note and the circumstances connected therewith. Debtor desires and intends that Lender engage in all such transactions and deal generally with Debtor with the assurance that any and all indebtedness and obligations now owed, and that may hereafter become owing, to Lender from Debtor, will be secured by the liens arising hereunder. Therefore, the conveyance made by this Deed of Trust, in addition to being made to secure payment of the Note, is also made in trust to secure and enforce the payment of all other indebtedness and obligations of Debtor to Lender whether presently existing, or in any manner or means hereafter incurred by Debtor, and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries, guaranty agreements, liens or security interest, deeds of trust, or any other method or means including any renewal and extension of the Note, or of any part of any present or future indebtedness or other obligations, of Debtor and including any further loans and advances made by Lender to Debtor. The fact of repayment of all Indebtedness, and performance of all other obligations, of Debtor, to Lender shall not terminate the lien arising hereunder unless the same be released by Lender at the request of Debtor; but otherwise, it shall remain in full force and effect to secure all future advances, indebtedness, and other obligations, regardless of any additional security that may be taken as to any past or future indebtedness or other obligations. In no event shall this conveyance secure payment of any installment loan or any open-end line of credit established under the Texas Finance Code; and

(d) Any and all renewals, extensions, replacements, rearrangements, substitutions, or modifications of the Indebtedness, or any part of the Indebtedness.

2.02 OTHER LOAN DOCUMENTS. The term “*Loan Documents*” as used herein means this Deed of Trust, the Note, any guaranty and the other agreements, instruments and documents evidencing, securing, governing, guaranteeing, or pertaining to the Note, including, but not limited to, that certain **LOAN AND SECURITY AGREEMENT** dated as of even date herewith between Debtor and Lender (as amended, modified, or restated from time to time, the “*Loan Agreement*”). This Deed of Trust shall also secure the performance of all obligations and covenants of Debtor under this Deed of Trust and the other Loan Documents.

2.03 PAYMENT OF PRINCIPAL AND INTEREST. Debtor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and prepayment and late charges provided in the Note and all other sums secured by this Deed of Trust.

2.04 APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Debtor under the Note or this Deed of Trust shall be applied by Lender in the following order of priority: (a) amounts payable to Lender by Debtor under this Deed of Trust; (b) sums payable to Lender under the Note, to be applied to principal or interest as provided in any other Loan Document, or if no such provision, as Lender may determine in its discretion; and (c) any other sums secured by this Deed of Trust in such order as Lender, at Lender's option, may determine.

2.05 GUARANTOR. The term "Guarantor" shall include any person, company, or entity obligated to pay or guaranteeing collection of all or any portion of the Indebtedness, directly, or indirectly.

2.06 SUBROGATION TO EXISTING LIENS; VENDOR'S LIEN. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Debtor's request, and Lender shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the secured indebtedness, but the terms and provisions of this Deed of Trust shall govern and control the manner and terms of enforcement of the liens, security interests, charges and encumbrances to which Lender is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Lender, Debtor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness. If all or any portion of the proceeds of the Indebtedness evidenced by the Note or of any other secured indebtedness has been advanced for the purpose of paying the purchase price for all or a part of the Property, no vendor's lien is waived; and Lender shall have, and is hereby granted, a vendor's lien on the Property as cumulative additional security for the secured indebtedness. Lender may foreclose under this Deed of Trust or under the vendor's lien without waiving the other or may foreclose under both.

ARTICLE III SECURITY AGREEMENT

3.01 UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Deed of Trust is also intended to be a security agreement between Debtor, as debtor, and Lender, as secured party, pursuant to the UCC for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the UCC, and Debtor hereby grants Lender a security interest in all such items. Debtor shall pay all costs of filing any financing statement and any extensions, renewals, amendments, and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Debtor shall not create or suffer to be created pursuant to the UCC any other security interest in said items, including replacements and additions thereto. Upon the occurrence of an Event of Default, including the covenants to pay when due all sums secured by this Deed of Trust, Lender shall have the remedies of a secured party under the UCC and, at Lender's option, may also invoke the remedies provided in this Deed of Trust as to such items. In exercising any remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the UCC or of the remedies provided in this Deed of Trust.

3.02 NOTICES OF CHANGES. Debtor shall give advance notice in writing to Lender of any proposed change in Debtor's name or jurisdiction in which Debtor is organized, and shall execute and deliver to Lender, prior to or concurrently with the occurrence of any such change, all additional

financing statements that Lender may require to establish and maintain the validity and priority of Lender's security interest with respect to any of the Property.

3.03 FIXTURES. Some of the items of the Property are goods that are or are to become fixtures related to the Land. Debtor and Lender intend that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this Deed of Trust may be obtained from Lender, as secured party, at Lender's address stated above. The mailing address of the Debtor, as debtor, is as stated above.

ARTICLE IV ASSIGNMENT OF LEASES

4.01 ASSIGNMENT OF LEASES. Debtor assigns to Lender, and grants to Lender a security interest in, all of Debtor's rights, but not Debtor's obligations, under existing and future leases, including subleases, and any and all extensions, renewals, modifications, and replacements of such leases, upon any part of the Property (the "Leases"). Debtor also assigns to Lender all guaranties of tenant's performance under the Leases. Prior to an Event of Default, Debtor shall have the right, without joinder of Lender, to enforce the Leases, unless Lender directs otherwise.

4.02 WARRANTIES CONCERNING LEASES AND RENTS. Debtor represents and warrants that:

- (a) Debtor has good title to the Leases hereby assigned and authority to assign them, and no other person or entity has any right, title, or interest therein;
- (b) All existing Leases are valid, unmodified and in full force and effect, except as indicated herein and no default exists thereunder;
- (c) Unless otherwise provided herein, no Rents or other sums owing under the Leases have been or will be assigned, mortgaged, or pledged;
- (d) No Rents have been or will be anticipated, waived, released, discounted, set off or compromised; and
- (e) Except as indicated in the Leases, Debtor has not received any funds or deposits from any tenant that has not already been applied to the payment of accrued Rents.

4.03 DEBTOR'S COVENANTS OF PERFORMANCE. Debtor covenants to:

- (a) Perform all of its obligations under the Leases and give prompt notice to Lender of any failure to do so;
- (b) Give immediate notice to Lender of any notice Debtor receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases and provide Lender with any notice of default given by Debtor to any tenant under a Lease;
- (c) Enforce the tenant's obligations under the Leases;
- (d) Defend, at Debtor's expense, any proceeding pertaining to the Leases, including, if Lender so requests, any such proceeding to which Lender is a party; and

(e) Neither create nor permit any encumbrance upon Debtor's interest as landlord of the leases, except this Deed of Trust and any other encumbrances permitted by this Deed of Trust.

4.04 PRIOR APPROVAL FOR ACTIONS AFFECTING LEASES. Debtor shall not, without the prior written consent of Lender:

(a) Receive or collect Rents under any Lease more than one month in advance;

(b) Encumber or assign future Rents;

(c) Waive or release any material obligation of any tenant under the Leases;

(d) Cancel, terminate, or materially modify any of the Leases, cause, permit or accept any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder;

(e) Enter into any Leases after the date hereof.

4.05 ATTORNMENT OF TENANTS. All future Leases of the Property shall specifically provide: (a) that such Leases are subordinate to this Deed of Trust; (b) that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; (c) that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; (d) that the attornment of the tenant shall not be terminated by foreclosure; and (e) that Lender may, at Lender's option, accept or reject such attornments.

4.06 SETTLEMENT FOR TERMINATION. Debtor agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior written consent of Lender, and any check in payment of such damages shall be made payable to both Debtor and Lender. Debtor hereby assigns any such payment to Lender, to be applied to the Indebtedness as Lender may elect, and Debtor agrees to endorse any check for payment to the order of Lender.

4.07 LENDER IN POSSESSION. Lender's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a mortgagee in possession, nor obligate Lender to appear in or defend any proceeding relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Debtor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to person or property in or about the Property.

4.08 APPOINTMENT OF ATTORNEY. Debtor hereby appoints Lender its attorney-in-fact, coupled with an interest, empowering Lender to subordinate any Leases to this Deed of Trust.

4.09 INDEMNIFICATION; HOLD HARMLESS. Debtor hereby indemnifies and holds Lender harmless from all liability, damage, or expense incurred by Lender from any claims under the Leases, including without limitation any claims by Debtor with respect to Rents paid directly to Lender after an Event of Default and claims by tenants for security deposits or for rental payments more than one (1) month in advance and not delivered to Lender. All amounts indemnified against hereunder, including reasonable attorneys' fees, if paid by Lender shall bear interest at the Maximum Lawful Rate, shall be payable by Debtor immediately without demand, and shall be secured by this Deed of Trust.

4.10 RECORDS. Upon request by Lender, Debtor shall deliver to Lender executed originals of all Leases and copies of all records relating thereto.

4.11 MERGER. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Land without the prior written consent of Lender.

4.12 RIGHT TO RELY. Debtor authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Debtor and regardless of whether Lender has taken possession of any other portion of the Property, and the tenants may rely upon any written statement by Lender to the tenants.

ARTICLE V ASSIGNMENT OF RENTS

5.01 ASSIGNMENT OF RENTS. As part of the consideration for the Indebtedness, and for other valuable consideration, the receipt and sufficiency of which Debtor acknowledges, Debtor hereby assigns and transfers to Lender all rents, issues, income, receipts, and profits from the Property, and all security deposits and other security therefor, and any other property defined as “rents” under Chapter 64 of the Texas Property Code (collectively, the “Rents”), including those now due, or to become due by virtue of any Lease or other agreement for the occupancy or use of all or part of the Property, regardless of to whom the Rents are payable. Debtor authorizes Lender or Lender’s agents to collect the Rents and directs each tenant of the Property to pay such Rents to Lender or Lender’s agents; provided, however, that prior to the occurrence of an Event of Default, Debtor shall collect and receive all Rents as trustee for the benefit of Lender and Debtor, to apply the Rents so collected to the sums secured by this Deed of Trust in the order provided in Section 2.04 with the balance, so long as no such Event of Default has occurred, to the account of Debtor.

5.02 EVENT OF DEFAULT. Upon the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all the Rents specified in this Article V as the same become due and payable, including without limitation Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be held by Debtor as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Debtor of the breach by Debtor shall contain a statement that Lender exercises its rights to such Rents. Debtor agrees that, commencing upon delivery of such written notice of an Event of Default by Lender to Debtor, each tenant of the Property shall make such Rents payable to and pay such Rents to Lender or Lender’s agents on Lender’s written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of any tenant to inquire further as to the existence of an Event of Default.

5.03 DEBTOR’S COVENANTS. Debtor covenants that Debtor has not executed any prior assignment of the Rents or any portion thereof, that Debtor has not performed, and will not perform, any acts and has not executed, and will not execute, any Deed of Trust which would prevent Lender from exercising its rights under this Article V and that at the time of execution of this Deed of Trust there has been no anticipation or prepayment of any of the Rents for more than **THIRTY (30)** days prior to the due dates of such Rents. Debtor covenants that Debtor will not hereafter collect or accept payment of any Rents more than **THIRTY (30)** days prior to the due dates of such Rents without prior written consent of Lender. Debtor further covenants that Debtor will execute and deliver to Lender such further assignments of Rents as Lender may from time to time request.

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

5.05 APPLICATION OF RENTS. All Rents collected subsequent to the occurrence of an Event of Default shall be applied first to the reasonable costs, if any, of taking control of and managing the Property and collecting the Rents, including without limitation attorneys' fees, receiver's fees, premiums on receiver's bonds, reasonable costs of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and to the reasonable costs of discharging any obligation or liability of Debtor as landlord of the Property, and then to the sums secured by this Deed of Trust. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received. Lender shall not be liable to Debtor, anyone claiming under or through Debtor or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Article V.

5.06 INSUFFICIENT RENTS. If Rents are not sufficient to meet the reasonable costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become Indebtedness of Debtor to Lender secured by this Deed of Trust. Unless Lender and Debtor agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Debtor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note, unless payment of such interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Debtor under applicable law.

5.07 NO WAIVER; TERM. Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of the Rents shall terminate at such time as this Deed of Trust ceases to secure the Indebtedness held by Lender.

ARTICLE VI DEBTOR'S REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS

Debtor covenants, warrants, represents to, and agrees with Lender as follows:

6.01 PAYMENT AND PERFORMANCE. Debtor shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Debtor's covenants, obligations and liabilities under this Deed of Trust and the other Loan Documents.

6.02 TITLE TO PROPERTY AND LIENS OF THIS DEED OF TRUST. Debtor has good and indefeasible title to the Land and the Improvements and good and marketable title to the Personal Property, free and clear of any liens, charges, encumbrances, security interests, and adverse claims whatsoever. If the interest of Lender in the Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Debtor authorizes Lender, at Debtor's expense, to take all

necessary and proper steps for the defense of such interest, including the employment of attorneys, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest.

6.03 TITLE INSURANCE. Debtor shall, at its sole cost and expense, obtain and maintain mortgagee title insurance (in the form of a commitment, binder, or policy as Lender may require) in form acceptable to Lender in an amount equal to the amount of the Note.

6.04 INSURANCE. Debtor shall promptly obtain and deliver to Lender insurance policies with premiums paid providing extended coverage for all Improvements and other Property against damage by fire and lightning and against such other risks as Lender may require. In case of loss, Lender, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same toward payment of the Indebtedness, taxes, or other sums due and owing by Debtor in connection with the Property in accordance with the Loan Agreement. Should the Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the personal property secured by this Mortgage/Deed of Trust, Security Agreement or Financing Statement shall be limited to those items specifically covered, currently or hereafter, by Coverage A of the Standard Flood Insurance Policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act, as it may be amended from time to time.

6.05 TAXES AND ASSESSMENTS. Debtor shall pay all taxes and assessments against or affecting the Property as the same become due and payable, and, upon request by Lender, Debtor shall deliver to Lender such evidence of the payment thereof as Lender may require. If Debtor fails to do so, Lender may pay them, together with all penalties and reasonable costs thereon, at Debtor's expense; provided, however, that Debtor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest their validity. Pending such contest, Debtor shall not be deemed in default under this Deed of Trust because of such nonpayment if: (a) prior to delinquency of the asserted tax or assessment, Debtor furnishes Lender an indemnity bond secured by a deposit in cash or other security acceptable to Lender, or with a surety acceptable to Lender, in the amount of the tax or assessment being contested by Debtor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated; and (b) Debtor promptly pays any amount adjudged by a court of competent jurisdiction to be due with all costs, penalties and interest thereon, on or before the date such judgment becomes final. In any event, the tax, assessment, penalties, interest, and costs shall be paid prior to the date on which any writ or order is issued under which the Property or any part of the Property may be sold in satisfaction thereof.

6.06 TAX AND INSURANCE ESCROW. During the existence of an Event of Default, Debtor agrees to establish reserve accounts for real estate taxes, insurance premiums, and other impositions as may be reasonably requested by Lender from time to time.

6.07 CONDEMNATION.

(a) Debtor assigns to Lender all judgments, decrees, and awards for injury or damage, direct or consequential, to the Property, and all awards pursuant to proceedings for condemnation or other taking, whether direct or indirect, of the Property or any part of the Property.

(b) In the event Lender, as a result of any such judgment, decree, or award, reasonably believes that the payment or performance of any obligation secured by this Deed of Trust is impaired, Lender may, without notice, declare all of the Indebtedness immediately due and payable.

6.08 TAXES ON NOTE OR DEED OF TRUST. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, title, liens, or security interests created by this Deed of Trust, or upon the Note, or any part of the Indebtedness, Debtor shall immediately pay all such taxes; provided that, if it is unlawful for Debtor to pay such taxes, Debtor shall prepay the Note in full without penalty within **THIRTY (30)** days after demand therefor by Lender.

6.09 STATEMENTS BY DEBTOR. At the request of Lender, Debtor shall furnish promptly a written statement or affidavit, in such form as may be required by Lender, stating the unpaid balance of the Note, the date to which interest has been paid and that there are no offsets or defenses against full payment of the Note and performance of the terms of the Loan Documents, or, if there are such offsets or defenses, specifying them.

6.10 REPAIR, WASTE, ALTERATIONS, ETC. Debtor shall keep every part of the Property in good operating order, repair, and condition and shall not commit or permit any waste thereof. Debtor shall make promptly all repairs, renewals, and replacements necessary to such end. Debtor shall discharge all claims for labor performed and material furnished therefor and shall not suffer any lien of mechanics or materialmen to attach to any part of the Property. Debtor shall have the right to contest in good faith the validity of any such mechanic's or materialman's lien, provided Debtor shall first furnish Lender a bond or other security satisfactory to Lender in such amount as Lender shall reasonably require, but not more than **ONE HUNDRED TWENTY PERCENT (120.00%)** of the amount of the claim, and provided further that Debtor shall thereafter diligently proceed to cause such lien to be removed and discharged. If Debtor shall fail to discharge any such lien, then, in addition to any other right or remedy of Lender, Lender may, but shall not be obligated to, discharge the lien, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or by taking such action as may be prescribed by law. Debtor shall guard every part of the Property from removal, destruction, and damage, and shall not do or suffer to be done any act whereby the value of any part of the property may be lessened. Debtor or any tenant or other person shall not materially alter the Property without the prior written consent of Lender.

6.11 NO DRILLING OR EXPLORATION. Without the prior written consent of Lender, there shall be no drilling or exploring for or extraction, removal, or production of minerals from the surface or subsurface of the Land. The term "minerals" as used in this Deed of Trust shall include without limitation oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

6.12 COMPLIANCE WITH LAWS. Debtor, the Property, and Debtor's use of the Property shall comply with all laws, rules, ordinances, regulations, covenants conditions, restrictions, orders and decrees of any governmental authority or court applicable to Debtor or the Property and its use, and Debtor shall pay all fees or charges of any kind in connection therewith. Debtor shall not initiate, participate in, or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

6.13 CERTAIN REPORTS AND INFORMATION. Debtor shall promptly deliver such information concerning Debtor, any Guarantor, and the Property as Lender may request.

6.14 HOLD HARMLESS. Debtor shall defend, at Debtor's own cost and expense, and hold Lender harmless from, any proceeding or claim in any way relating to the Property or the Loan Documents. All reasonable costs and expenses incurred by Lender in protecting its interest under this Deed of Trust, including all court costs and reasonable attorneys' fees and expenses, shall be borne by

Debtor. The provisions of this Section shall survive the payment in full of the Indebtedness and the release of this Deed of Trust as to events occurring and causes of action arising before such payment and release.

6.15 FURTHER ASSURANCES. Debtor, upon the request of Lender, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable, or proper to carry out the purposes of this Deed of Trust or the other Loan Documents and to subject to the liens and security interests created by this Deed of Trust or the other Loan Documents any Property intended to be covered by this Deed of Trust and the other Loan Documents pursuant to their terms, including without limitation any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Property.

6.16 RECORDING AND FILING. Debtor shall cause this Deed of Trust and the other recordable Loan Documents and all amendments, supplements, extensions, and substitutions thereof to be recorded, filed, re-recorded, and refiled in such manner and in such places as Lender shall reasonably request. Debtor shall pay all such recording, filing, re-recording, and re-filing fees, title insurance premiums, and other charges.

6.17 PAYMENT OF DEBTS. Debtor shall promptly pay when due all obligations regarding the ownership and operation of the Property, except any such obligations which are being diligently contested in good faith by appropriate proceedings and as to which Debtor, if requested by Lender, shall have furnished to Lender security satisfactory to Lender.

6.18 INSPECTION. Lender may make or cause to be made reasonable entries upon, and inspections of, the Property.

6.19 PROTECTION OF LENDER'S SECURITY.

(a) If Debtor fails to perform the covenants and agreements contained in this Deed of Trust, or any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including without limitation eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Lender, at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including without limitation, (i) disbursement of attorneys' fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided herein.

(b) Any amounts disbursed by Lender pursuant to this Section with interest thereon, shall become additional indebtedness of Debtor secured by this Deed of Trust. Unless Debtor and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Debtor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Debtor under applicable law. Debtor covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section shall require Lender to incur any expense or take any action under this Deed of Trust.

6.20 SUBORDINATE DEED OF TRUST. Debtor shall not, without the prior written consent of Lender, grant any lien, security interest, or other encumbrance (a "*Subordinate Deed of Trust*") covering any of the Property. If Lender consents to a Subordinate Deed of Trust or if the foregoing

prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Deed of Trust shall contain express covenants to the effect that:

(a) The Subordinate Deed of Trust is unconditionally subordinate to this Deed of Trust;

(b) If any action (whether judicial or pursuant to a power of sale) shall be instituted to foreclose or otherwise enforce the Subordinate Deed of Trust, no tenant of any of the Leases shall be named as a party defendant, and no action shall be taken that would terminate any occupancy or tenancy without the prior written consent of Lender;

(c) Rents, if collected by or for the holder of the Subordinate Deed of Trust, shall be applied first to the payment of the Indebtedness then due and expenses incurred in the ownership, operation, and maintenance of the Property in such order as Lender may determine, prior to being applied to any indebtedness secured by the Subordinate Deed of Trust; and

(d) Written notice of default under the Subordinate Deed of Trust and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Deed of Trust shall be given to Lender with or immediately after the occurrence of any such default or commencement.

6.21 LIENS. Debtor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Deed of Trust, and Debtor shall pay, when due, the claims of any person supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Debtor shall not allow any lien inferior to this Deed of Trust to be perfected against the Property.

6.22 BUSINESS USE. Debtor warrants and represents to Lender that the proceeds of the Note will be used solely for business or commercial purposes, and in no way will the proceeds be used for personal, family or household purposes.

6.23 NON-HOMESTEAD. Debtor warrants and represents to Lender that the Property is not the business or residential homestead of Debtor or any other person. Debtor has no present intent to occupy in the future or use or claim in the future the Property either as business or residential homestead.

6.24 APPRAISAL. Lender may at its option obtain at Debtor's expense an appraisal of the Property or any part thereof by a third-party appraiser selected and instructed by Lender. The reasonable costs of each such appraisal shall be payable by Debtor to Lender on demand (which obligation Debtor hereby promises to pay). Such appraisal shall be obtained as often as deemed necessary by Lender or as required by any law or regulation applicable to Lender or loans of the type evidenced by the Note. Each such appraiser and appraisal shall be satisfactory to Lender. The reasonable costs of each such appraisal obtained pursuant to this Section shall be payable by Debtor to Lender on demand (which obligation Debtor hereby promises to pay) and shall be a part of an obligation of Debtor to Lender secured by this Deed of Trust, unless prohibited by applicable law. Debtor agrees to cooperate fully with Lender, Lender's agents, and any appraiser selected by Lender in connection with any appraisal desired or required pursuant to this Section.

ARTICLE VII EVENTS OF DEFAULT

The occurrence of an Event of Default under the Loan Agreement shall be an Event of Default hereunder.

**ARTICLE VIII
DEFAULT AND REMEDIES**

8.01 ACCELERATION AND WAIVER OF NOTICES. Upon the occurrence of an Event of Default, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Debtor acknowledges that the power of sale granted to Lender may be exercised by Lender without prior judicial hearing. Debtor and each Guarantor (by the execution and delivery of Guarantor's guaranty), surety, and endorser of all or any part of the Indebtedness expressly waive all presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, notices of intention to demand payment, demands for payment, protests, and notices of protest.

8.02 NOTICE OF SALE. Notice of sale of all or part of the Property by the Trustee shall be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made, at least **TWENTY-ONE (21)** days preceding the date of the sale, and if the Property to be sold is in more than one county a notice shall be posted at the courthouse door (or other area in the courthouse as may be designated for such public notices) and filed with the county clerk of each county in which the Property to be sold is situated or as otherwise required by the Texas Property Code. If the Property to be sold is in more than one county, the notice shall designate the county in which the Property is to be sold. In addition, Lender shall, at least **TWENTY-ONE (21)** days preceding the date of sale, serve written notice of the proposed sale by certified mail on Debtor and each person obligated to pay the Indebtedness secured hereby according to the Lender's records. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such person at the most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States postal service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be *prima facie* evidence of the fact of service. Any notice that is required or permitted to be given to Debtor may be addressed to Debtor at Debtor's address as stated above. Any notice that is to be given by certified mail to any other person may, if no address for such other person is shown by records of Lender, be addressed to such other person at the address of Debtor as is shown by the records of Lender. Notwithstanding the foregoing provisions of this Section notice of such sale given in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, his successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the Property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale.

8.03 TRUSTEE'S SALE. Lender may require the Trustee to sell all or part of the Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Property or any part thereof is situated, or if the Property is located in more than one county such sale or sales may be made at the courthouse in any county in which the Property is situated. All sales shall take place at such area of the courthouse as shall be properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, as such other area in the courthouse as may be provided in the notice of sale hereinafter described) of the specified county, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. (the commencement of such sale to occur within three hours following the time designated in the above described notice of sale as the earliest time at which such sale shall occur, if required by applicable law) on the first Tuesday of any month, after

giving notice of the time, place and terms of said sale (including the earliest time at which such sale shall occur) and of the Property to be sold in the manner hereinafter described. To the extent permitted by applicable law, any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Trustee may sell all or any portion of the Property, together or in lots or parcels. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Personal Property to be sold at such sale, Lender may bid and become the purchaser of all or any part of the Property at any trustee's or foreclosure sale hereunder, and the amount of Lender's successful bid may be credited on the Indebtedness. In the event any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the power of sale hereunder, and Lender shall have the right to cause a subsequent sale or sales to be made hereunder.

8.04 PARTIAL SALES. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Indebtedness and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Debtor shall never have any right to require the sale of less than the whole of the Property, but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property. If there is a default on the payment of any installment on the Note or any portion of the Indebtedness, and Lender elects not to accelerate the unpaid balance of the Note or Indebtedness, Lender shall have the option to proceed with foreclosure in satisfaction of such unpaid installment or other amount either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due. It is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness.

8.05 FORECLOSURE OF ALL PROPERTY. The Land, Improvements, and Personal Property may be sold in one or more public sales pursuant to the Texas Property Code and the UCC. Debtor shall assemble the Personal Property and make it available to Lender upon Lender's written request. Debtor and all persons obligated to pay the Indebtedness agree that notice of sale of the Property provided pursuant to Section 8.02 above and pursuant to the Texas Property Code is and shall constitute commercially reasonable notice of the sale of the Property or any part of the Property. Lender shall also be entitled to foreclose its security interests against the Personal Property in accordance with any other rights and remedies Lender may have as a secured party under the UCC.

8.06 TRUSTEE'S DEED. Trustee shall deliver to the purchaser a Trustee's deed and such other assignments and documents of transfer and sale as Trustee may deem necessary conveying the Property so sold in fee simple with covenants of general warranty. Debtor covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. At any such sale (a) Debtor hereby agrees, in its behalf and in behalf of Debtor's heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Lender, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all persons legally entitled thereto, the time, the place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by Lender or by Trustee hereunder, shall be taken by all courts of law and equity as *prima facie* evidence that the statements or recitals state facts and are without further question to be so accepted, and Debtor

hereby ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue hereof, and (b) the purchaser may disaffirm any easement granted, subdivision plat filed, or rental, lease or other contract made in violation of any provision of this Deed of Trust, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement, subdivision plat, or rental, lease or other contract.

8.07 PROCEEDS OF SALE. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's fees and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

8.08 POSSESSION AFTER SALE. Debtor or any person holding possession of the Property through Debtor shall immediately surrender possession of the Property to the purchaser at such sale upon the purchaser's written demand. If possession is not surrendered upon the purchaser's written demand, Debtor or such person shall be a tenant at sufferance and may be removed by writ of possession or by an action for forcible entry and detainer.

8.09 COSTS AND EXPENSES. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts, and title reports.

8.10 SUBSTITUTE TRUSTEE. Lender, at Lender's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all title, power, and duties conferred upon the Trustee by this Deed of Trust and by applicable law.

8.11 REMEDIES CUMULATIVE. Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

8.12 FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, nor shall Lender's receipts of any awards, proceeds or damages under this Deed of Trust operate to cure or waive Debtor's default in payment of sums secured by this Deed of Trust.

8.13 WAIVER OF DEFICIENCY STATUTE. In the event an interest in any of the Property is foreclosed upon pursuant to a judicial or non-judicial foreclosure sale, Debtor agrees as follows: notwithstanding the provisions of Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law, Debtor agrees that Lender shall be entitled to seek a deficiency judgment from Debtor and any other party obligated on the Note equal to the difference between the amount owing on the Note and the amount for which the Property was sold pursuant to judicial or non-judicial foreclosure sale. Debtor expressly recognizes that this Section constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Debtor and other persons against whom recovery of deficiencies is sought or Guarantor

independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Debtor further recognizes and agrees that this waiver creates an irrefutable presumption that the foreclosure sale price is equal to the fair market value of the Property for purposes of calculating deficiencies owed by Debtor, Guarantor, and others against whom recovery of a deficiency is sought.

8.14 WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Debtor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice of this Deed of Trust and Lender's rights and interests under this Deed of Trust, hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided by this Deed of Trust.

ARTICLE IX ENVIRONMENTAL, HEALTH, AND SAFETY MATTERS

The terms and conditions of the Environmental Risk Agreement are incorporated herein by reference as if set forth herein.

ARTICLE X MISCELLANEOUS PROVISIONS

10.01 RELEASE. Upon payment of all sums and the performance of all obligations secured by this Deed of Trust, Lender shall release this Deed of Trust. Debtor shall pay Lender's reasonable costs incurred in releasing this Deed of Trust.

10.02 DEBTOR AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Debtor, Debtor's successors or assigns or any junior lienholder or Guarantor, without liability on Lender's part and notwithstanding the existence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from the liens of this Deed of Trust any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Debtor to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section shall not affect the obligation of Debtor or Debtor's successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of Debtor contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the Indebtedness or any part thereof, and shall not affect the liens or priority of liens of this Deed of Trust on the Property. Debtor shall pay Lender a reasonable charge, together with such title insurance premiums and attorneys' fees as may be incurred at Lender's option, for any such action if taken at Debtor's request.

10.03 POWER OF ATTORNEY. Debtor hereby irrevocably appoints Lender as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time following the occurrence and during the continuation of an Event of Default in Lender's reasonable discretion, to take any action and to

execute any instrument which Lender may deem necessary or appropriate to enforce the rights of Lender with respect to the Property.

10.04 NOTICE. All notices or other communications required or permitted to be given pursuant to this Deed of Trust shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving notice to the other party in the manner set forth herein.

10.05 SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Debtor.

10.06 JOINT AND SEVERAL LIABILITY. All covenants and agreements of Debtor (if more than one) shall be joint and several.

10.07 AGENTS. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender.

10.08 GOVERNING LAW. THIS DEED OF TRUST SHALL BE GOVERNED BY THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS.

10.09 SEVERABILITY. In the event that any provision of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

10.10 USURY DISCLAIMER. The term "Maximum Lawful Rate" means the maximum rate of interest and the term Maximum Lawful Amount means the maximum amount of interest that is permissible under applicable state or federal law for the type of loan evidenced by the Note and the other Loan Documents. Lender does not intend to contract for, charge or receive more than the Maximum Lawful Rate or Maximum Lawful Amount permitted by applicable state or federal law, and to prevent such an occurrence Lender and Debtor agree that all amounts of interest, whenever contracted for, charged or received by Lender, with respect to the loan of money evidenced by the Note or with respect to any other amount payable under this Deed of Trust or any of the other Loan Documents, shall be spread, prorated or allocated over the full period of time the Note is unpaid, including the period of any renewal or extension of the Note. If demand for payment of the Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand shall be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that the Note thereafter remains unpaid for the purpose of determining if such Interest exceeds the Maximum Lawful Amount. At maturity (including maturity due to Lender's acceleration of the Note) or on earlier final payment of the Note, Lender shall compute the total amount of interest that has been contracted for,

charged or received by Lender or payable by Debtor under the Note and compare such amount to the Maximum Lawful Amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Debtor exceeds the Maximum Lawful Amount, then Lender shall apply such excess to the reduction of the principal balance and not to the payment of interest; or if such excess interest exceeds the unpaid principal balance, such excess shall be refunded to Debtor. This provision concerning the crediting or refund of excess Interest shall control and take precedence over other agreements between Debtor and Lender so that under no circumstances shall the total interest contracted for, charged or received by Lender exceed the Maximum Lawful Amount.

10.11 PARTIAL INVALIDITY. In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

10.12 CAPTIONS. The captions and headings of the Articles and Sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms and provisions of this Deed of Trust.

10.13 DEFINITIONS. Capitalized terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Loan Agreement.

10.14 WAIVER OF JURY TRIAL. DEBTOR AND LENDER EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS DEED OF TRUST OR ANY RELATED DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ANY RELATED DOCUMENT OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. DEBTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS DEED OF TRUST ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

10.15 PATRIOT ACT NOTICE. LENDER HEREBY NOTIFIES DEBTOR AND EACH GUARANTOR THAT PURSUANT TO THE REQUIREMENTS OF THE USA PATRIOT ACT, 31 U.S.C. § 5318 (THE "ACT"), IT IS REQUIRED TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES DEBTOR AND EACH GUARANTOR, WHICH INFORMATION INCLUDES THE NAME AND ADDRESS OF DEBTOR AND EACH GUARANTOR AND OTHER INFORMATION THAT WILL ALLOW SUCH LENDER TO IDENTIFY DEBTOR AND EACH GUARANTOR IN ACCORDANCE WITH THE ACT.

10.16 FACT ACT CERTIFICATION. Debtor hereby acknowledges that Lender may report information about the Indebtedness of Debtor to credit bureaus. Late payments, missed payments or other defaults on the Indebtedness may be reflected in Debtor's credit report.

10.17 INCORPORATION OF NOTICE OF FINAL AGREEMENT. It is the intention of Debtor, Guarantor and Lender that the following **NOTICE OF FINAL AGREEMENT** be incorporated by reference into each of the Loan Documents (as the same may be amended, modified, or restated from time to time). Debtor, Guarantor and Lender warrant and represent that the entire agreement made and existing by or among Debtor, Guarantor and Lender with respect to the Indebtedness is and shall be

contained within the Loan Documents, and that no agreements or promises exist, or shall exist, by or among, Debtor, Guarantor and Lender that are not reflected in the Loan Documents.

NOTICE OF FINAL AGREEMENT

THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTED as of the date of the acknowledgement below, but to be effective as of the Effective Date.

DEBTOR:

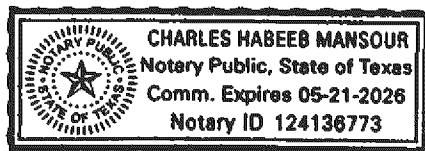
CASTILLE INVESTMENTS, LLC

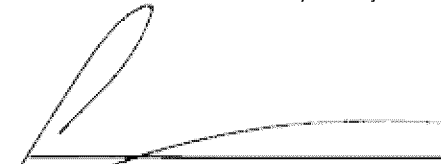
9018 Elizabeth Road, Houston, TX 77055

By: 
Name: Chad J. Castille
Title: Authorized Representative

STATE OF TEXAS §
COUNTY OF Harris §
§

This instrument was ACKNOWLEDGED before me, on 12-20, 2024, by **CHAD J. CASTILLE**, Authorized Representative of CASTILLE INVESTMENTS, LLC, on behalf of said company.




Notary Public, State of Texas

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

RP-2024-475873
Pages 23
12/23/2024 07:16 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$109.00

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

After Recording Return To:
T159537
STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK
777 E. EISENHOWER PKWY., #700
ANN ARBOR, MI 48108
Attn:

CHICAGO TITLE
GF 226014

519-99-2600

07/23/98 200709783 T159537 \$17.00

Loan No: 603324534

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on July 17th, 1998.
The grantor is STEPHEN N. MONSEN AND SUZAN B. MONSEN HUSBAND AND WIFE

(("Borrower"). The trustee is MALCOLM D. GIBSON, whose

address is THREE RIVERWAY, SUITE 400 HOUSTON, TEXAS 77056

("Trustee"). The beneficiary is MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT

, which is organized and existing under the laws of THE STATE OF TEXAS, and whose address is

2000 BERING DRIVE, SUITE 550 HOUSTON, TEXAS 77057

("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Four Thousand and 00/100

Dollars (U.S. \$ 124,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2028. This Security

Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in HARRIS County, Texas:

LOT TWO HUNDRED TWENTY-SEVEN (227), BLOCK FOURTEEN (14) OF SPRING OAKS, SECTION THREE (3), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 41, PAGE 10, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

which has the address of 1318 MODISTE DRIVE, HOUSTON,
[Street] [City]
Texas 77055 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon Payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Form 3044 9/90

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public vendue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

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

519-99-2681
If the Property is sold pursuant to this paragraph 21, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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

25. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

26. Waiver of Notice of Intention to Accelerate. Borrower waives the right to notice of intention to require immediate payment in full of all sums secured by this Security Instrument except as provided in paragraph 21.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower 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)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) [specify] | | |

28. Purchase Money; Vendor's Lien; Renewal and Extension. [Complete as appropriate]

THE NOTE SECURED HEREBY IS SECURED BY THE VENDOR'S LIEN RETAINED IN THE DEED OF EVEN DATE HERewith CONVEYING THE PROPERTY TO BORROWER, WHICH VENDOR'S LIEN HAS BEEN ASSIGNED TO LENDER, THIS DEED OF TRUST BEING ADDITIONAL SECURITY THEREFOR.

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

Witnesses:

Borrower Stephen N. Monsen (Seal)
Social Security Number _____

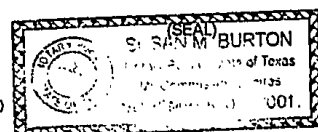
Borrower Suzan B. Monsen (Seal)
Social Security Number _____

[Space Below This Line For Acknowledgment]

STATE OF TEXAS
COUNTY OF HARRIS } ss:
Before me Susan M. Burton on this day personally appeared
STEPHEN N. MONSEN AND SUZAN B. MONSEN HUSBAND AND WIFE

known to me (or proved to me on the oath of _____) or through
photo ID to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein
expressed.

Given under my hand and seal of office this 17th day of July, A.D., 1998.



F1534.LMG (5/98)

603324534

My Commission Expires:
Page 5 of 5
SUSAN M. BURTON
Notary Public, State of Texas
My Commission Expires
NOVEMBER 03, 2001.
Form 3044 9/90

519-99-2685

FILED

98 JUL 23 PM 2:27

Beverly R. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR SEX 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, on

JUL 23 1998



Beverly R. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

T159538

Loan No. 603324534

CHICAGO TITLE

GF 22604

ASSIGNMENT OF LIEN

519-99-2680

07/23/98 200709784 T159538

\$9.00

STATE OF TEXAS
COUNTY OF HARRIS

} ss: KNOW ALL PEOPLE BY THESE PRESENTS:

THAT the undersigned, the present legal and equitable owner and holder of the following to-wit:

That one certain promissory note dated July 17, 1998 in the original principal amount of \$ 124,000.00 executed by STEPHEN N. MONSEN AND SUZAN B. MONSEN

payable to the order of MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT and secured by Deed of Trust of even date therewith to MALCOLM D. GIBSON, Trustee, same having been filed for record in the Official Public Records of Real Property of HARRIS County, Texas; all of the above instruments concerning, encumbering and/or being against the following described real property, to-wit: LOT TWO HUNDRED TWENTY-SEVEN (227), BLOCK FOURTEEN (14) OF SPRING OAKS, SECTION THREE (3), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 41, PAGE 10, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

9
for a good and valuable consideration paid to the undersigned (the current legal and equitable owner, holder and beneficiary of said note and liens), the receipt and sufficiency of which is hereby acknowledged, has TRANSFERRED and ASSIGNED, GRANTED and CONVEYED without recourse and by these presents TRANSFERS, ASSIGNS, GRANTS, and CONVEYS without recourse unto STANDARD FEDERAL BANK
A FEDERAL SAVINGS BANK

its successors and assigns, the above described note, together with all liens, rights and interests and any superior title, held by the undersigned securing the payment thereof.

Executed on July 17, 1998

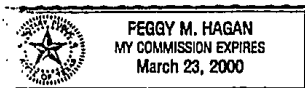
MORTGAGE FACTORY INC. DBA
MORTGAGES DIRECT

20
BY: [Signature]
NAME: RENEE M. WELLS
TITLE: AGENT (ATTORNEY IN FACT)
(Beneficiary)

STATE OF TEXAS
COUNTY OF HARRIS

} ss:

This instrument was acknowledged before me on July 17, 1998, by RENEE M. WELLS as AGENT (ATTORNEY IN FACT) of MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT on behalf of said Beneficiary.



[Signature]
NOTARY PUBLIC STATE OF TEXAS

(printed name of Notary Public)

Commission Expires:

After recording, return to:

STANDARD FEDERAL BANK, A
Federal Savings Bank
777 E. EISENHOWER PARKWAY, SUITE 700
ANN ARBOR, MI 48108
Attn: POST CLOSING
Loan No. 603324534

FB640.LMG (5/98)

603324534

FILED
98 JUL 23 PM 2:27
COUNTY CLERK
HARRIS COUNTY TEXAS

519-99-2607

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY 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 on

JUL 23 1998



Beverly B. Layman
COUNTY CLERK
HARRIS COUNTY TEXAS

1700232

Recording Requested By:
VERDUGO TRUSTEE SERVICE CORPORATION

When Recorded Return To: //

CITIMORTGAGE, INC.
C/O VERDUGO TRUSTEE SERVICE CO.
PO BOX 9443 DEPT. 1020
GAITHERSBURG, MD 20898-9443

TRANSFER OF LIEN

CITIMORTGAGE, INC. #:0603324534 "MONSEN" Lender ID:03382717908462 Harris, Texas
Holder of Note and Lien: CITIMORTGAGE, INC.
Holder's Mailing Address: 5280 CORPORATE DRIVE, MC 22-528-1020, FREDERICK, MD 21703
Transferee: HMC-HOME MORTGAGES CO A WHOLLY OWNED SUBSIDIARY OF TAYLOR, BEAN & WHITAKER MORTGAGE CORP
Transferee's Mailing Address: 1417 N MAGNOLIA AVE, OCALA, FL 34475

Note:

Date: 07/17/1998
Original Amount: \$124,000.00
Maker: STEPHEN N MONSEN AND SUSAN B MONSEN HUSBAND AND WIFE
Payee: MORTGAGE FACTORY INC DBA MORTGAGES DIRECT
Unpaid Principal and Interest: \$0.00

NOTE AND LIEN ARE DESCRIBED IN THE FOLLOWING DOCUMENTS, RECORDED IN:

Deed of Trust Recorded on 07/23/1998 in Book/Reel/Liber: 519-99 Page/Folio: 2660 as Instrument No.: T159537 in said county.

Legal: AS REFERENCED ON ORIGINAL RECORDED DOCUMENT: VENDOR'S LIEN: VENDOR'S LIEN RETAINED IN DEED DATED JULY 17, 1998 FROM JAMES GARLAND REED INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF JAMES O REED DECEASED TO STEPHEN N MONSEN AND SUZAN B MONSEN HUSBAND AND WIFE SECURING THE PAYMENT OF A NOTE IN THE PRINCIPAL AMOUNT OF \$124,000.00 PAYABLE TO THE ORDER OF MORTGAGE FACTORY INC DBA MORTGAGES DIRECT TO MALCOLM D GIBSON TRUSTEE
Property Address: 1318 MODISTE DRIVE, HOUSTON, TX 77055

For value received Holder of Note and Lien transfers them to Transferee, warrants that the lien is valid against the property in the priority as insured.

CITIMORTGAGE, INC.
On May 7th, 2009

By: W
WALTER H EICHELBERGER,
Vice-President



FILED FOR RECORD
8:00 AM

MAY 18 2009

Shyra Davis
County Clerk, Harris County, Texas

STATE OF Maryland
COUNTY OF Frederick

On this 7th day of May 2009, before me, the undersigned officer personally appeared WALTER H EICHELBERGER, who made acknowledgment on behalf of CITIMORTGAGE, INC., who acknowledges himself/herself to be the Vice-President of CITIMORTGAGE, INC., a corporation, and that he/she as such Vice-President, being authorized so to do, executed the foregoing instrument in their capacity for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice-President.

WITNESS my hand and official seal,

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

Shyra Davis
Notary Public
Frederick Co., MD

SHYRA DAVIS
Notary Expires: 03/14/2012

MAY 18 2009

(This area for notarial seal)



Shyra Davis
COUNTY CLERK
HARRIS COUNTY, TEXAS

*RVA*RVACITM*05/01/2009 02:13:00 AM* CITM01CITM00000000000000004231707* TXHARRI* 0603324534 TXHARRI_LIEN_REL *SS3*ASCITM*

RESIDENTIAL ZONING CHANGE NOTIFICATION SIGN CRITERIA

A zoning sign is a sign erected on property for which a zoning case has been filed with the City, including, but not limited to, zoning changes, Specific Use Permits, Variances, or Special Exceptions. **The number of signs and the placement of signs shall be determined by the Building Official at the time of submittal.** It is the responsibility of the owner/project representative to contact the Building Department to verify the number and location of signs needed.

Residential property owners/applicants need to contact the City Secretary to schedule pick up and drop off times for the signs.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (713) 465-8308.

ADHERE TO THE FOLLOWING INSTRUCTIONS:

PLACEMENT

- One (1) sign shall be erected by the applicant adjacent to each street frontage on the property that is the subject of the application and for each two hundred feet (200') of frontage along a street with a maximum of three (3) signs required per street frontage.
- Signs shall be placed in a location on private property and clearly visible from all streets adjacent to the property included in the application.
- Where land does not have frontage on a public street, signs shall be posted on the nearest public street with a notation indicating the location of the land subject to the application.
- Signs shall be no greater than twenty (20) feet from the property line and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Building Official or his/her designee.
- Signs shall be placed perpendicular to the roadway to ensure they are readable from both sides.

- Signs shall be located so that the lettering is visible and may be clearly read from the street.

PROOF OF POSTING

- The applicant shall erect the sign(s) on the property that is the subject of the application a minimum of fourteen (14) calendar days immediately preceding the date of the public hearing before the Planning & Zoning Commission ("Commission").
- The applicant is responsible for maintaining the sign(s) on the property throughout the review process.
- A minimum of seven (7) calendar days prior to the public hearing, the applicant shall file an affidavit, on a form provided by the City, with the Building Official verifying that the sign(s) was posted as required.

REMOVAL OF SIGNS

- The applicant shall be responsible for removing the sign(s) from the property within seven (7) calendar days of the final action by the City of Spring Valley Village.

PROBST FULTON & ASSOCIATES, INC

Preparer's Name: MARIO COLINA Preparer's Signature: 

NOTE: Violations of the sign ordinance will result in fines to the property owner and will delay the request for Zoning or Specific Use Permit. Failure to remove zoning signs per the sign ordinance will result in a citation of \$500 per sign/per day until removed.

AFFIDAVIT OF SIGN POSTING

(Re)Zoning Case No. _____

Date of Planning and Zoning Commission Meeting: AUGUST 12, 2025

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I MARIO COLINA hereby certify that I have posted or caused to be posted Zoning Change Notification sign(s) on the property subject to zoning change, located at _____

Posting of said signs was accomplished on JULY 28, 2025 as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along MERLIN & MODISTE ST.

I further certify that this affidavit was filed with the Building Department of the City of Spring Valley Village within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

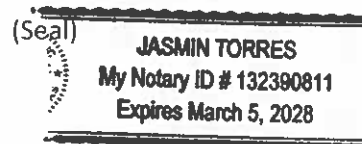
Executed this date: 7/17/25

Printed Name of Applicant or Authorized Representative for Zoning Case No. MARIO COLINA

Signature of Applicant or Authorized Representative for Zoning Case No. [Signature]

Sworn and subscribed before me on this date: 7/17/25

Notary Public J. Torres



PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (4:30 pm) seven (7) days prior Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.

STAFF USE ONLY

Date/Time submitted: 7/17/25 10:22 AM Verified by: [Signature]

AFFIDAVIT OF SIGN MAINTENANCE

(Re)Zoning Case No. _____

Date of Council Meeting: AUGUST 23, 2025

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I MARIO COLINA hereby certify that Zoning Change Notification sign(s) have been maintained on the property subject to zoning change, located at 1318 MONSTE ST.

Said sign(s) have been maintained in a manner consistent with the requirements contained in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I further certify that this affidavit was filed with the Building Department of the City on date _____ within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

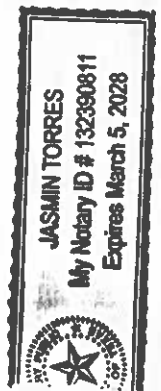
I understand that I am required to remove said signs within seven (7) calendar days of any final action on the application taken by the City of Spring Valley Village regarding the zoning change, and return them to the City Secretary at the City Hall.

Executed this date: 7/17/25

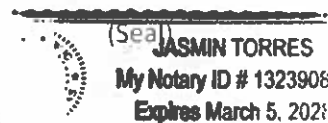
Printed Name of Applicant or Authorized Representative for Zoning Case No. MARIO COLINA

Signature of Applicant or Authorized Representative for Zoning Case No. [Signature]

Sworn and subscribed before me on this date: 7/17/25



Notary Public [Signature]



PLEASE NOTE: Failure to maintain the signs prior to City Council public hearing may result in postponement of consideration if the applicant has not attempted to replace damaged or missing signs upon notification by Staff.

FOR STAFF USE ONLY:

Date/Time submitted: 7/17/25 10:32 AM Verified by: [Signature]

**PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING**

Notice Is Hereby Given To Hear Comments And Testimony Concerning The Following:

A PRELIMINARY RE-PLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, August 12, 2025

Time: 7:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, August 26, 2025

Time: 6:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Community Development Manager, Jose Gomez at (713) 465-8308.



EST. 1955

SPRING VALLEY VILLAGE

July 23, 2025

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A PRELIMINARY RE-PLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, August 12, 2025
Time: 7:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, August 26, 2025
Time: 6:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

This notice is being sent to you as current property records indicate that you own property in close proximity to 0 Old Katy Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact me at (832) 910-8577 or jgomez@springvalleytx.com

Sincerely,

A handwritten signature in black ink, appearing to read "Juan P. Gomez", is written over the word "Sincerely,".

Development Service Manager

Current Owner / Resident
1315 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
14 Tam Ct.
Houston, TX 77055

Current Owner / Resident
8440 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8441 Raylin Dr.
Houston, TX 77055

Current Owner / Resident
8429 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8437 Raylin Dr.
Houston, TX 77055

Current Owner / Resident
8433 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8455 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8501 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
1320 Modiste St.
Houston, TX 77055

Current Owner / Resident
1321 Modiste St.
Houston, TX 77055

Current Owner / Resident
1319 Modiste St.
Houston, TX 77055

Current Owner / Resident
10 Tam Ct.
Houston, TX 77055