

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:

CARRIE ANN MORRIS

XX-XXX-6273
2905 Provine Road
McKinney, TX 75075

Debtor.

Case No.: **17-41879-BTR-11**

Chapter: **11**

**SECOND AMENDED MOTION OF DEBTOR FOR ORDER AUTHORIZING THE SALE OF REAL
PROPERTY LOCATED AT 2901 PROVINE ROAD, MCKINNEY, TEXAS, AND 2905 PROVINE ROAD,
MCKINNEY, TEXAS, FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES
[11 U.S.C. § 363]**

TO THE HONORABLE UNITED STATES BANKRUPTCY COURT:

COMES NOW **Carrie Ann Morris**, Debtor and Debtor in possession in the above-styled and numbered case (the "**Debtor**"), and files this *Second Amended Motion of Debtor for Order Authorizing the Sale of Real Property Located at 2901 Provine Road, McKinney, Texas, and 2905 Provine Road, McKinney, Texas, Free and Clear of All Liens, Claims and Encumbrances [11 U.S.C. § 363]* (the "**Motion**") by and through the undersigned attorney. In support thereof the Movant respectfully shows the Court as follows:

I. JURISDICTION

1. The Court has jurisdiction over the subject matter of this Motion pursuant to 28 U.S.C. §1334(b) and the standing order of reference of the District Court. This matter is a core proceeding. 28 U.S.C. §157(b).

2. Venue in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein include § 363 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Local Rule 9007-1 of the Local Rules of Bankruptcy Procedure for the Northern District of Texas (the “**Local Rules**”).

II. **BACKGROUND**

4. This case was commenced by the filing of a voluntary petition under Chapter 11 of the United States Bankruptcy Code on **August 31, 2017** (the “**Petition Date**”).

5. No trustee or examiner has been appointed, and no official committee of creditors has yet been established.

6. The Office of the United States Trustee (“**UST**”) filed a *Motion to Convert to Chapter 7, or to Dismiss* [Docket Entry No. 13] on October 26, 2017 (“**Motion to Dismiss**”).

7. The Debtor and the UST were eventually able to resolve the Motion to Dismiss and entered into an *Agreed Order Granting in Part United States Trustee’s Motion to Convert or Dismiss* (Docket Entry No. 27) (“**Agreed Order**”).

8. The Agreed Order required the Debtor to sell both the Homestead and the Property prior to April 15, 2018 (“**Sale Deadline**”).

9. The Debtor timely filed a motion to extend the Sale Deadline on April 13, 2018 [Docket Entry no. 35]. The timely filing of that motion automatically extended the Sale Deadline. By agreement between the Office of the United States Trustee and the Debtor, a new deadline of May 31, 2018, was to be imposed. No order has been entered yet on this motion.

10. The Debtor filed a *Motion of Debtor for Order Authorizing the Sale of Real Property Located at 2901 Provine Road, McKinney, Texas, and 2905 Provine Road, McKinney, Texas, Free and Clear of All Liens, Claims and Encumbrances [11 U.S.C. § 363]* on **April 13, 2018** [Docket Entry no. 34] ("**Sale Motion**").

11. The properties that were the subject of the Sale Motion were:

- a. 2901 Provine Road, McKinney, Texas ("**Property**"); and
- b. 2905 Provine Road, McKinney, Texas ("**Homestead**").

12. This Court entered an *Agreed Order Authorizing the Sale of Real Property Located at 2901 Provine Road, McKinney, Texas, and 2905 Provine Road, McKinney, Texas, Free and Clear of All Liens, Claims and Encumbrances* [Docket Entry no. 39] ("**Sale Order**") on **Tuesday, May 15, 2018**.

13. The Debtor filed contemporaneously herewith a *Motion to Vacate Agreed Order Authorizing the Sale of Real Property Located at 2901 Provine Road, McKinney, Texas, and 2905 Provine Road, McKinney, Texas, Free and Clear of All Liens, Claims and Encumbrances [11 U.S.C. § 363]* for reasons more particularly set forth therein.

III. **RELIEF REQUESTED**

14. The Debtor desires to sell all of the Homestead and the Property.

15. The Debtor is requesting that it be authorized to sell the Homestead and the Property pursuant to 11 U.S.C. § 363 free and clear of all liens claims and encumbrances.

IV. FACTS RELEVANT TO THE RELIEF REQUESTED

A. Secured Obligations

16. A list of all parties asserting a lien, claim, interest or encumbrance in the Homestead and the Property are as follows:

a. Collin County Tax Assessor/Collector has filed a secured proof of claim for Ad Valorem Taxes in the amount of **\$15,831.43**.

b. Ocwen Loan Servicing, LLC ("Ocwen"). Ocwen asserts it has a first lien on the Property and has filed a proof of claim in the amount of **\$294,957.14**.

c. Bayview ("Bayview"). Bayview asserts it has a first lien on the Homestead and has filed a proof of claim in the amount of **\$122,407.10**.

d. Internal Revenue Service ("IRS"). IRS asserts it has multiple liens on both the Homestead and the Property. The IRS has filed a secured proof of claim in this case for **\$310,755.34**.

e. The IRS has also recorded tax liens against the Debtor's former husband, Gary R. Morris ("GRM") as follows:

Tax Period	Lien Recorded	Refiling Deadline	Lien Amount
12/31/2001	4/13/2004	3/8/2013	\$32,554.52
12/31/2002	3/2/2010	9/2/2019	\$22,614.92
12/31/2003	3/2/2010	9/2/2019	\$174,089.87
12/31/2004	6/18/2012	1/26/2021	\$3,960.22
12/31/2005	6/18/2012	1/19/2021	\$55,109.03
12/31/2006	6/18/2012	1/19/2021	\$55,131.05
12/31/2007	6/18/2012	12/22/2020	\$31,898.17
12/31/2008	6/18/2012	12/22/2020	\$27,746.94
12/31/2009	6/18/2012	1/5/2021	\$36,938.15
12/31/2010	8/22/2012	8/15/2022	\$7,727.92
TOTAL			\$415,216.27

17. GRM executed three different Secured Promissory Notes with Eric Bringhurst, Michael Cronin, and William White **without the knowledge of the Debtor**. The Debtor amended Schedule D on November 13, 2017 to add those creditors [Docket Entry no. 16] as the Debtor did not learn of the Secured Promissory Notes until after this case was filed. A true and correct copy of Schedule D is attached hereto as Exhibit "A" and incorporated herein by this reference.

18. Those Secured Promissory Notes are summarized as follows:

a. **Eric Bringhurst** and GRM were parties to a Secured Promissory Note in the original principal sum of \$230,000.00 dated December 28, 2016, and recorded on January 30, 2017. This Secured Promissory Note was secured against the Property. A true and correct copy of that note is attached hereto as Exhibit "B" and incorporated herein by this reference.

b. **Michael F. Cronin** and GRM were parties to a Secured Promissory Note in the original principal sum of \$50,000.00 dated March 22, 2017, and recorded on May 16, 2017. This Secured Promissory Note was secured against the Property. A true and correct copy of that note is attached hereto as Exhibit "C" and incorporated herein by this reference.

c. **William B. White** and GRM were parties to a Secured Promissory Note in the original principal sum of \$50,000.00 dated March 22, 2017, and recorded on May 16, 2017. This Secured Promissory Note was secured against the Property. A true and correct copy of that note is attached hereto as Exhibit "D" and incorporated herein by this reference.

19. None of the above referenced Secured Promissory Notes contained the addresses of the purported creditors.

20. GRM executed two Indemnity Deeds of Trust with the David N. and Christine C. Neal Trust and Neal Management, LLC, **without the knowledge of the Debtor**. The Debtor learned of these Indemnity Deeds of Trust on **May 16, 2018**.

21. The Indemnity Deeds of Trust are summarized as follows:

a. The **David N. and Christine C. Neal Trust** and GRM were parties to an Indemnity Deed of Trust in the original principal sum of \$100,000.00 dated September 1, 2016, and recorded on September 2, 2016. This Indemnity Deed of Trust was secured against the Homestead. A true and correct copy of the Indemnity Deed of Trust is attached hereto as Exhibit "E" and incorporated herein by this reference.

b. **Neal Management, LLC**, and GRM were parties to an Indemnity Deed of Trust in the original principal sum of \$100,000.00 dated September 1, 2016, and recorded on September 2, 2016. This Indemnity Deed of Trust was secured against the Homestead. A true and correct copy of the Indemnity Deed of Trust is attached hereto as Exhibit "F" and incorporated herein by this reference.

22. The Debtor and GRM were divorced December 30, 2016. A true and correct copy of the Final Decree of Divorce is attached hereto as Exhibit "G" and incorporated herein by this reference ("**Divorce Decree**").

23. The Divorce Decree conveyed both the Property and the Homestead to the Debtor. The Quitclaim Deeds were recorded on January 17, 2017, to effectuate those conveyances. A true and correct copy of the Quitclaim Deeds is attached hereto as Exhibit "H" and incorporated herein by this reference ("**Quitclaim Deed**").

24. **Within only a couple of months of the entry of the Divorce Decree GRM "borrowed" \$230,000.00 from Eric Bringham and \$200,000.00 from the David N. and Christine C. Neal Trust and Neal Management, LLC. Within a few months after the entry of the Divorce Decree and the recording of the Quitclaim Deeds, GRM "borrowed" \$100,000.00 from Michael Cronin, and William White.**

25. The Debtor and GRM are estranged and communication between the two is difficult at best.

26. The Collin County Tax Assessor/Collector will be paid the full amount of its claim at closing.

27. Ocwen will be paid the full the full amount of its claim at closing.

28. Bayview will be paid the full the full amount of its claim at closing.

29. The IRS will be paid the full amount of its claim as on file in this bankruptcy case at closing.

30. The IRS consents to the sale of the Homestead and the Property free and clear of all liens claims and interests.

31. Eric Bringhurst, Michael Cronin, and William White will receive no distributions from the sales proceeds. The Secured Promissory Notes executed by GRM and the foregoing persons are the subject of a bona fide dispute as reflected in Schedule D.

32. The Eric Bringhurst Secured Promissory Note is objectionable because (1) The Debtor did not consent to the execution of the Secured Promissory Note; and (2) it is subject to avoidance under 11 U.S.C. §§ 506(a)(and (d).

33. The Michael Cronin, and William White Secured Promissory Notes are objectionable because: (1) The Debtor did not consent to the execution of the Secured Promissory Notes; (2) they were executed by GRM after the entry of the Divorce Decree and after the Quitclaim Deeds were recorded; and (3) they are subject to avoidance under 11 U.S.C. §§ 506(a)(and (d).

34. **SERVICE on Eric Bringhurst, Michael Cronin, and William White.** The Debtor is making efforts to obtain contact information for Eric Bringhurst, Michael Cronin, and William White. However, as of the filing of this Motion, the Debtor's efforts were not successful. If and when contact information is obtained, the Debtor will file a supplemental certificate of service.

35. The David N. and Christine C. Neal Trust and Neal Management, LLC, will receive no distributions from the sales proceeds. The Indemnity Deeds of Trust executed by GRM and the foregoing persons are the subject of a bona fide dispute. More specifically, the Indemnity Deeds of Trust are voidable because: (1) they are violative of the Texas Constitution;¹ (2) they violate chapter 153.2 of title 7 of the Texas Administrative Code;² and (3) they are subject to avoidance under 11 U.S.C. §§ 506(a)(and (d).

36. **SERVICE on the David N. and Christine C. Neal Trust and Neal Management, LLC.** The David N. and Christine C. Neal Trust and Neal Management, LLC, are represented by Gary Campbell and are receiving notice through his office.

37. The Office of the United States Trustee shall be allowed a carve-out of \$4,875.00 for its fees to be paid in full upon the closing. **The IRS has specifically agreed to this carve-out.**

38. Counsel for the Debtor shall be allowed a carve-out of \$10,000.00 for its legal fees to be paid in full at closing, which sum shall be held in trust pending a final fee application. To the extent counsel's allowed fees are less than the sum of the current amount held in trust plus the additional \$10,000 referenced herein, that difference shall be tendered to the IRS. **The IRS has specifically agreed to this carve-out.**

¹ 1) The Indemnity Deeds of Trust were executed and recorded without the knowledge or the consent of the Debtor; 2) there can only ever be a single home equity loan recorded against a homestead at any given point in time; 3) the Indemnity Deeds of Trust did not allow for a 20% equity cushion; and 4) there was clearly no 12 day disclosure provided the Debtor.

² "An equity loan must be secured by a voluntary lien on the homestead created under a written agreement with the consent of each owner and each owner's spouse.

(1) The consent of each owner and each owner's spouse must be obtained, regardless of whether any owner's spouse has a community property interest or other interest in the homestead.

(2) An owner or an owner's spouse who is not a maker of the note may consent to the lien by signing a written consent to the mortgage instrument. The consent may be included in the mortgage instrument or a separate document.

(3) The lender, at its option, may require each owner and each owner's spouse to consent to the equity loan. This option is in addition to the consent required for the lien. 7 Texas Admin. Code § 153.2.

39. After payment of all closing costs and the following liens: (a) Collin County Tax Assessor/Collector; (b) Ocwen; and (c) Bayview, the IRS shall first apply the remaining sales proceeds towards satisfaction of the Debtor’s tax obligations due and owing to the IRS. Thereafter, the IRS will allow the above referenced carve-outs. The remainder shall then be applied to the tax obligations of Gary R. Morris.

B. The Proposed Sale

40. The Debtor requests authority to sell the Homestead and the Property to Paul E. Davis, (“**Buyer**”) free and clear of all liens, claims and encumbrances for a purchase price of \$850,000. A true and correct copy of the *On to Four Family Residential Contract (Resale)* entered into by and between the Debtor and the Buyer is attached hereto as Exhibit “A” and incorporated herein by this reference.

41. The Buyer has no relation to the Debtor and is not an insider of the Debtor.

42. There is no real estate broker involved in this transaction..

PURCHASE AGREEMENT TERMS
EARNEST MONEY DEPOSIT OF \$8,500.00
TOTAL PURCHASE PRICE IS \$850,000.00
NO CONTINGENCIES
BUYER ACCEPTS HOMESTEAD AND PROPERTY IN “AS-IS” CONDITION
NO COMMISSION
CONTINGENT UPON BANKRUPTCY COURT APPROVAL
SALE MUST BE FREE AND CLEAR OF JUDGMENTS, LIENS, CLAIMS AND INTERESTS

V. BASIS FOR RELIEF REQUESTED

A. Sale of the Homestead and Property

43. The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the bankruptcy estate. *See, e.g., Four B. Corp. v. Food Barn Stores, Inc.*, 107 F.3d 558, 564-65 (8th Cir. 1997) (in bankruptcy sales, "a primary objective of the Code [is] to enhance the value of the estate at hand"); *Official Committee of Subordinated Bondholders v. Integrated Resources, Inc.*, 147 B.R. 650, 659 (S.D.N.Y. 1992) ("It is a well-established principle of bankruptcy law that the objective of bankruptcy sales and the Debtor's duty with respect to such sales is to obtain the highest price or overall greatest benefit possible for the estate" (quoting *In re Atlanta Packaging Products, Inc.*, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988))).

44. The proposed sale of the Homestead and the Property will maximize the proceeds to be received by the Bankruptcy estate.

45. "The [Debtor-in-Possession], after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). The Fifth Circuit has acknowledged that each hearing on a section 363(b) transaction "cannot become a mini-hearing on plan confirmation." *In re Continental Air Lines, Inc.*, 780 F.2d 1223, 1227 (5th Cir. 1986). Nonetheless, "for the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business." *Id.* at 1226.

46. The Debtor has a sound business justification for selling the Homestead and the Property at this time. The Debtor does not have the financial resources or access to capital necessary to otherwise satisfy the secured claim of the IRS. The Debtor has therefore determined, based upon its sound business judgment that the most viable option for maximizing the value of its estate is through a sale of the Homestead and the Property as set forth herein.

47. Further, where, as here, the proposed sale is merely a transfer of assets for value not effectively short circuiting the requirements of Chapter 11, and the Debtor's decision represents a reasonable business judgment, the court should authorize the transaction. *See id; In re Braniff Airways, Inc.*, 700 F.2d 935 (5th Cir. 1983). Indeed, court approval of a proposed transaction "should only be withheld if the debtor's judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code. . . ." *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (quoting *Allied Technology, Inc. v. R.B. Brunemann & Sons*, 25 Bankr. 484, 495 (Bankr.S.D. Ohio 1982)).

B. Good Faith Purchaser

48. The Buyer is not an insider of the Debtor and is a "good faith" purchaser.

C. Authority to Sell Free and Clear

49. Section 363(f) of the Bankruptcy Code authorizes the Trustee to sell property outside of the ordinary course of business free and clear of any interest in such property of an entity other than the estate, only if:

- a. applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- b. such entity consents;

- c. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- d. such interest is in bona fide dispute; or
- e. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

50. The Debtor may sell property free and clear of all liens, claims and encumbrances if any one of the foregoing five conditions is satisfied. *See Newport Acquisition Co. No. 1 L.L.C. v. Crossroads Capitals Partners L.L.C. (In re C-Power Prods. Inc.)*, 230 B.R. 800, 803 (Bankr. N.D. Tex. 1998). *See also Futuresource LLC v. Reuters Ltd.*, 312 F.3d 281, 285 (7th Cir. 2002); *Citicorp Homeowners Servs. Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (Bankr. E.D. Pa. 1988).

51. As stated *supra*, all lien holders are wither being paid in full or consent to the terms of the sale of the Homestead and the Property as set forth herein.

VI. NO STAY OF ORDER

52. Time is of the essence to effectuate the proposed sale. The Debtor requests the Court waive the fourteen-day stay of order set forth in Bankruptcy Rule 6004(h) and order that the final relief requested in this Motion may be immediately available upon the entry of an order approving the sale of the Homestead and the Property to a final purchaser.

WHEREFORE, the Debtor respectfully requests that: (a) the Debtor is authorized to sell the Homestead and the Property; (b) such sale to be free and clear of all liens, claims, interests and encumbrances; (c) any and all liens, claims, interests, and encumbrances attach to the proceeds of the sale, with the same validity, priority and extent as existed on the Petition Date;

(d) this Court find the ultimate purchaser to be good faith purchaser within the meaning of 11 U.S.C. § 363(m) of the Bankruptcy Code with the entitlements attendant thereto; (e) the 14 day stay of any order entered pursuant hereto is waived; and (f) for such other and further relief as this Court might deem just and proper.

Respectfully submitted,

Dated: **May 17, 2018**

/s/ Robert T. DeMarco

DeMarco•Mitchell, PLLC

Robert T. DeMarco, Texas Bar No. 24014543

Email robert@demarcomitchell.com

Michael S. Mitchell, Texas Bar No. 00788065

Email mike@demarcomitchell.com

1255 W. 15th Street, 805

Plano, TX 75075

T 972-578-1400

F 972-346-6791

Counsel for Debtor and Debtor-in-Possession

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that true and correct copies of the foregoing pleading and all attachments were served upon all parties listed below in accordance with applicable rules of bankruptcy procedure on this **17th day of May, 2018**. Where possible, service was made electronically via the Court's ECF noticing system or via facsimile transmission where a facsimile number is set forth below. Where such electronic service was not possible, service was made via regular first class mail.

DEBTOR

Carrie Ann Morris
2905 Provine Road
McKinney, TX 75075

TRUSTEE

Office of the United States Trustee
110 N. College Avenue, Suite 300
Tyler, TX 75702

SEE ATTACHED MATRIX

David N. and Christine C. Neal Trust
Neal Management, LLC
c/o Gary J. Campbell
320 N Travis St Ste 207
Sherman, TX, 75090

/s/ Robert T. DeMarco

DeMarco•Mitchell, PLLC

Robert T. DeMarco, Texas Bar No. 24014543

Email robert@demarcomitchell.com

Michael S. Mitchell, Texas Bar No. 00788065

Email mike@demarcomitchell.com

1255 W. 15th Street, 805

Plano, TX 75075

T 972-578-1400

F 972-346-6791

Fill in this information to identify your case:

Debtor 1	<u>Carrie</u>	<u>Ann</u>	<u>Morris</u>
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)	_____	_____	_____
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>EASTERN DISTRICT OF TEXAS</u>		
Case number (if known)	<u>17-41879</u>		

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

Column A Amount of claim Do not deduct the value of collateral	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
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2.1	Describe the property that secures the claim: Homestead	<u>\$121,357.66</u>	<u>\$725,000.00</u>	
Bayview Creditor's name <u>PO Box 650091</u> Number Street				
As of the date you file, the claim is: Check all that apply.				
<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed				
Nature of lien. Check all that apply.				
<input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset)				
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt				
Date debt was incurred <u>9/21/2001</u> Last 4 digits of account number <u>7 9 3 4</u>				

Add the dollar value of your entries in Column A on this page. Write that number here:

\$121,357.66

EXHIBIT "A"

Debtor 1 Carrie Ann Morris

Case number (if known) 17-41879

Part 1:	Column A Amount of claim Do not deduct the value of collateral	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
Additional Page After listing any entries on this page, number them sequentially from the previous page.			

2.2 Describe the property that secures the claim: Real Property **\$230,000.00** **\$615,000.00** **\$230,000.00**

Eric Bringhurst

Creditor's name

Number Street

City State ZIP Code

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Nature of lien. Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit
- Other (including a right to offset)

Lien

Date debt was incurred 12/28/2016 Last 4 digits of account number _____

This lien was placed on the subject property without my consent by my former husband after we divorced. Pursuant to the divorce the property was quitclaimed to me, which quitclaim was recorded on February 10, 2017.

2.3 Describe the property that secures the claim: 401k loan **\$4,401.00** **\$5,000.00**

Fidelity Investments

Creditor's name

82 Devonshire Street

Number Street

Boston, NA 02109

City State ZIP Code

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Nature of lien. Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit
- Other (including a right to offset)

Date debt was incurred _____ Last 4 digits of account number _____

Add the dollar value of your entries in Column A on this page. Write that number here:

\$234,401.00

Debtor 1 **Carrie Ann Morris**

Case number (if known) **17-41879**

Part 1:	Column A Amount of claim Do not deduct the value of collateral	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
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2.4	<p>Describe the property that secures the claim:</p> <p>Internal Revenue Service Creditor's name Centralized Insolvency Operations Number Street PO Box 7346</p> <hr/> <p>Philadelphia PA 19101-7346 City State ZIP Code</p> <p>Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred _____</p> <p>2002,2003,2007,2008 tax years</p>	<p>All Assets</p> <p>\$329,148.00</p>	<p>\$1,340,000.00</p>	
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As of the date you file, the claim is: Check all that apply.

- Contingent
 - Unliquidated
 - Disputed
- Nature of lien.** Check all that apply.
- An agreement you made (such as mortgage or secured car loan)
 - Statutory lien (such as tax lien, mechanic's lien)
 - Judgment lien from a lawsuit
 - Other (including a right to offset)

Tax Lien

Last 4 digits of account number _____

2.5	<p>Describe the property that secures the claim:</p> <p>Internal Revenue Service Creditor's name Centralized Insolvency Operations Number Street PO Box 7346</p> <hr/> <p>Philadelphia PA 19101-7346 City State ZIP Code</p> <p>Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred _____</p>	<p>All Assets</p> <p>\$700,000.00</p>	<p>\$1,340,000.00</p>	<p>\$79,349.87</p>
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As of the date you file, the claim is: Check all that apply.

- Contingent
 - Unliquidated
 - Disputed
- Nature of lien.** Check all that apply.
- An agreement you made (such as mortgage or secured car loan)
 - Statutory lien (such as tax lien, mechanic's lien)
 - Judgment lien from a lawsuit
 - Other (including a right to offset)

Tax Lien

Last 4 digits of account number _____

Tax lien on community property related to former husband's separate tax debt.

Add the dollar value of your entries in Column A on this page. Write that number here:

\$1,029,148.00

Debtor 1 **Carrie Ann Morris**

Case number (if known) **17-41879**

Part 1:	Column A Amount of claim Do not deduct the value of collateral	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
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2.6	Describe the property that secures the claim: Michael Cronin Creditor's name _____ Real Property _____ Number Street _____ _____ City State ZIP Code _____	\$50,000.00	\$615,000.00	\$50,000.00
As of the date you file, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed				
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt				
Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) Lien				
Date debt was incurred <u>3/22/2017</u> Last 4 digits of account number _____				
This lien was placed on the subject property without my consent by my former husband after we divorced. Pursuant to the divorce the property was quitclaimed to me, which quitclaim was recorded on February 10, 2017.				

2.7	Describe the property that secures the claim: Ocwen Loan Servicing, LLC Creditor's name PO Box 24738 Number Street _____ _____ City State ZIP Code _____	\$268,556.71	\$615,000.00	
As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed				
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt				
Nature of lien. Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) Purchase Money				
Date debt was incurred <u>11/26/2001</u> Last 4 digits of account number <u>1 8 4 9</u>				

Add the dollar value of your entries in Column A on this page. Write that number here: **\$318,556.71**

Debtor 1 **Carrie Ann Morris**

Case number (if known) **17-41879**

Part 1:	Additional Page	Column A	Column B	Column C
	After listing any entries on this page, number them sequentially from the previous page.	Amount of claim Do not deduct the value of collateral	Value of collateral that supports this claim	Unsecured portion If any

2.8	Describe the property that secures the claim: Villages of Eldorado II Owners Assoc HOA Dues/Homestead Creditor's name 8360 E Via DE Ventura Number Street Bldg. L, Ste. 100 City State ZIP Code Scottsdale AZ 85258	\$287.50	\$615,000.00	
As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed				
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt				
Nature of lien. Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset)				
Purchase Money Date debt was incurred _____ Last 4 digits of account number <u>2 1 0 2</u>				

2.9	Describe the property that secures the claim: William White Real Property Creditor's name Number Street City State ZIP Code	\$50,000.00	\$615,000.00	\$50,000.00
As of the date you file, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed				
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt				
Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset)				
Lien Date debt was incurred <u>3/22/2017</u> Last 4 digits of account number _____				

This lien was placed on the subject property without my consent by my former husband after we divorced. Pursuant to the divorce the property was quitclaimed to me, which quitclaim was recorded on February 10, 2017.

Add the dollar value of your entries in Column A on this page. Write that number here: \$50,287.50

If this is the last page of your form, add the dollar value totals from all pages. Write that number here: \$1,753,750.87

Debtor 1 Carrie Ann Morris Case number (if known) 17-41879

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

1	C/O Power Default Services, Inc.	On which line in Part 1 did you enter the creditor? <u>2.7</u>
	Name Northpark Town Center	Last 4 digits of account number _____
	Number Street 1000 Abernathy Rd., NE	
	Bldg 400, Ste. 200	
	Atlanta	GA 30328
	<small>City</small>	<small>State ZIP Code</small>



20170130000130580 01/30/2017 02:37:05 PM II 1/1

SECURED PROMISSORY NOTE

For good and valuable consideration, I, Gary R. Morris, promise to pay on or before January 15, 2017, to the order of Eric Bringham the sum of Two-Hundred Thirty-Thousand Dollars (\$230,000) together with interest at the rate of 8.5% per annum and paid in the following manner.

Payment shall be made at the address designated by the Holder and this Note may be assigned to an party the Holder so designates without the consent of the guarantor. This Note may be prepaid at any time in whole or in part, without penalty.

Breach of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this Note, shall deem the Note to be in default and require all amounts outstanding to be paid in full.

Death, incapacity, filing for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership, dissolution or liquidation of the undersigned, as endorser, guarantor or surety shall not invalidate this Note.

The Holder of this Note may record, or cause to be recorded, this Note and file a valid lien reflecting the unpaid balance of this Note, and so do as a Security Interest in the real property located at 2901 Provine Rd., McKinney, Texas 75070, and file such lien and security interest with the Collin County Clerk.

If this Note shall be in default and placed for collection, the undersigned shall pay all reasonable attorney fees and costs of collection.

The undersigned, whether as endorser, guarantor or surety, shall remain full bound until this Note is paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver or other indulgence or discharge or release of obligor hereunder or exchange, substitution, or release or any collateral granted as security for this Note. No modification or indulgence by any Holder hereof shall be binding unless in writing, and, any indulgence on any one occasion shall not be an indulgence of any other or future occasion. The rights of any Holder hereof shall be cumulative and not necessarily successive. This Note shall take effect and be governed and enforced in accordance with the laws of Texas.

Executed and agreed on this 28th day of December, 2016, by:

[Handwritten signature of Gary R. Morris]
UNRECORDED

Gary R. Morris

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
01/30/2017 02:37:05 PM
\$26.00 DFOSTER
20170130000130580



[Handwritten signature of Stacey Kemp]





05/16/2017 02:04:49 PM II 1/2

Secured Promissory Note

For good and valuable consideration, I, Gary R. Morris ("Maker" and "Guarantor"), residing at 7908 Chickasaw Trail, McKinney, TX 75070, promise to pay on or before June 15, 2017, to the order of Michael F. Cronin ("Holder"), the sum of Fifty-thousand Dollars (\$50,000.00) together with interest at the rate of 8.5% per annum and paid in the following manner:

Payment shall be made at the address designated by the Holder and this Note may be assigned to any party the Holder so designates without the consent of the Maker and Guarantor. This Note may be prepaid at any time, in whole or in part, without penalty.

This Note is due and payable on June 15, 2017, and the failure to pay all principal and interest on June 15, 2017, shall constitute a default. Upon default, the Maker and Guarantor agrees to pay all principal and interest as set out herein plus legal fees and costs of collection to the extent permitted by law. Breach of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this Note, shall deem the Note to be in default and require all amounts outstanding to be paid-in-full. If this Note shall be in default and placed for collection, the undersigned as Maker and Guarantor shall pay all reasonable attorney fees and costs of collections.

Death, incapacity, filing for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership, dissolution or liquidation of the undersigned, as endorser, guarantor or surety shall not invalidate this Note.

The Holder may record, or cause to be recorded, this Note and file a valid lien reflecting the unpaid balance of this Note, and so do as a Security Interest in the real property located at 2901 Provine Rd., McKinney, Texas 75070, and file such lien and security interest with the Collin County Clerk.

The undersigned, whether as endorser, guarantor or surety, shall remain fully bound until this Note is paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, wavier, or other indulgenced or discharge or release of obligor hereunder or exchange, substitution, or release of any collateral granted as security for this Note.

EXHIBIT "C"

promissory note

Page 2

No modification or indulgence by any Holder hereof shall be binding unless in writing; and, any indulgence on any one occasion shall not be an indulgence of any other or future occasion. No defenses, set-offs or counterclaims shall be asserted or brought by Maker and Guarantor in any suit or action for the collection of any sum due hereunder, and Maker and Guarantor agrees not to move or otherwise attempt to consolidate any other suit or action. The rights of any Holder hereof shall be cumulative and not necessarily successive.

The validity and construction of this Note and all matters hereto are to be determined in accordance with the laws of the State of Illinois (without regard to its laws relating to choice-of-law or conflicts-of-law) and the Maker and Guarantor hereby voluntarily submits to the exclusive jurisdiction of the State Court sitting in Cook County, Illinois.

Executed and agreed to on this 22 day of March, 2017

By: *[Signature]*
[Signature]
Gary R. Morris

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/16/2017 02:04:49 PM
\$30.00 DFOSTER
20170516000628550



[Signature]



05/16/2017 02:04:49 PM II 1/2

Secured Promissory Note

For good and valuable consideration, I, Gary R. Morris ("Maker" and "Guarantor"), residing at 7908 Chickasaw Trail, McKinney, TX 75070, promise to pay on or before June 15, 2017, to the order of Michael F. Cronin ("Holder"), the sum of Fifty-thousand Dollars (\$50,000.00) together with interest at the rate of 8.5% per annum and paid in the following manner:

Payment shall be made at the address designated by the Holder and this Note may be assigned to any party the Holder so designates without the consent of the Maker and Guarantor. This Note may be prepaid at any time, in whole or in part, without penalty.

This Note is due and payable on June 15, 2017, and the failure to pay all principal and interest on June 15, 2017, shall constitute a default. Upon default, the Maker and Guarantor agrees to pay all principal and interest as set out herein plus legal fees and costs of collection to the extent permitted by law. Breach of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this Note, shall deem the Note to be in default and require all amounts outstanding to be paid-in-full. If this Note shall be in default and placed for collection, the undersigned as Maker and Guarantor shall pay all reasonable attorney fees and costs of collections.

Death, incapacity, filing for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership, dissolution or liquidation of the undersigned, as endorser, guarantor or surety shall not invalidate this Note.

The Holder may record, or cause to be recorded, this Note and file a valid lien reflecting the unpaid balance of this Note, and so do as a Security Interest in the real property located at 2901 Provine Rd., McKinney, Texas 75070, and file such lien and security interest with the Collin County Clerk.

The undersigned, whether as endorser, guarantor or surety, shall remain fully bound until this Note is paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, wavier, or other indulgenced or discharge or release of obligor hereunder or exchange, substitution, or release of any collateral granted as security for this Note.

EXHIBIT "C"

promissory note

Page 2

No modification or indulgence by any Holder hereof shall be binding unless in writing; and, any indulgence on any one occasion shall not be an indulgence of any other or future occasion. No defenses, set-offs or counterclaims shall be asserted or brought by Maker and Guarantor in any suit or action for the collection of any sum due hereunder, and Maker and Guarantor agrees not to move or otherwise attempt to consolidate any other suit or action. The rights of any Holder hereof shall be cumulative and not necessarily successive.

The validity and construction of this Note and all matters hereto are to be determined in accordance with the laws of the State of Illinois (without regard to its laws relating to choice-of-law or conflicts-of-law) and the Maker and Guarantor hereby voluntarily submits to the exclusive jurisdiction of the State Court sitting in Cook County, Illinois.

Executed and agreed to on this 22 day of March, 2017

By: *[Signature]*
[Signature]
Gary R. Morris

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/16/2017 02:04:49 PM
\$30.00 DFOSTER
20170516000628550



[Signature: Stacey Kemp]



20170516000628560 05/16/2017 02:04:50 PM II 1/2

Secured Promissory Note

For good and valuable consideration, I, Gary R. Morris ("Maker" and "Guarantor"), residing at 7908 Chickasaw Trail, McKinney, TX 75070, promise to pay on or before June 15, 2017, to the order of William B. White ("Holder"), the sum of Fifty-thousand Dollars (\$50,000.00) together with interest at the rate of 8.5% per annum and paid in the following manner:

Payment shall be made at the address designated by the Holder and this Note may be assigned to any party the Holder so designates without the consent of the Maker and Guarantor. This Note may be prepaid at any time, in whole or in part, without penalty.

This Note is due and payable on June 15, 2017, and the failure to pay all principal and interest on June 15, 2017, shall constitute a default. Upon default, the Maker and Guarantor agrees to pay all principal and interest as set out herein plus legal fees and costs of collection to the extent permitted by law. Breach of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this Note, shall deem the Note to be in default and require all amounts outstanding to be paid-in-full. If this Note shall be in default and placed for collection, the undersigned as Maker and Guarantor shall pay all reasonable attorney fees and costs of collections.

Death, incapacity, filing for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership, dissolution or liquidation of the undersigned, as endorser, guarantor or surety shall not invalidate this Note.

The Holder may record, or cause to be recorded, this Note and file a valid lien reflecting the unpaid balance of this Note, and so do as a Security Interest in the real property located at 2901 Provine Rd., McKinney, Texas 75070, and file such lien and security interest with the Collin County Clerk.

The undersigned, whether as endorser, guarantor or surety, shall remain fully bound until this Note is paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, wavier, or other indulgenced or discharge or release of obligor hereunder or exchange, substitution, or release of any collateral granted as security for this Note.

EXHIBIT "D"

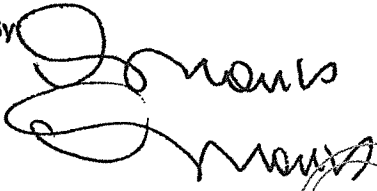
promissory note

Page 2

No modification or indulgence by any Holder hereof shall be binding unless in writing; and, any indulgence on any one occasion shall not be an indulgence of any other or future occasion. No defenses, set-offs or counterclaims shall be asserted or brought by Maker and Guarantor in any suit or action for the collection of any sum due hereunder, and Maker and Guarantor agrees not to move or otherwise attempt to consolidate any other suit or action. The rights of any Holder hereof shall be cumulative and not necessarily successive.

The validity and construction of this Note and all matters hereto are to be determined in accordance with the laws of the State of Illinois (without regard to its laws relating to choice-of-law or conflicts-of-law) and the Maker and Guarantor hereby voluntarily submits to the exclusive jurisdiction of the State Court sitting in Cook County, Illinois.

Executed and agreed to on this 22 day of March, 2017

By 
GARY R. MORRIS

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/16/2017 02:04:50 PM
\$30.00 DFOSTER
20170516000628560







20160902001177910 09/02/2016 03:47:08 PM DT 1/21

Prepared by, and after recording
return to:

David N. and Christine C. Neal Trust
8311 S. Jentilly Ln.
Tempe, Az. 85284

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

(TEXAS)

UNOFFICIAL

EXHIBIT "E"

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

This INDEMNITY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument") dated as of 9/1/16, is executed by Gary Morris, a Private individual, as grantor ("Grantor"), to David Neal, as trustee ("Trustee"), for the benefit of David N. & Christine C. Neal Trust, as beneficiary ("Lender").

Grantor, in consideration of (i) the loan made to Gary Morris ("Borrower") in the original principal amount of \$ 100,000⁰⁰ (the "Mortgage Loan") evidenced by that certain Note dated as of the date of this Security Instrument, executed by Borrower and made payable to the order of Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note"), (ii) Grantor's material interest in the Borrower, (iii) that certain Loan and Security Agreement dated as of the date of this Security Instrument, executed by and among Borrower, Grantor and Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), and (iv) the trust created by this Security Instrument, and to secure to Lender the obligations under Grantor's IDOT Guaranty dated as of the date of this Security Instrument (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "IDOT Guaranty") (pursuant to which Grantor has guaranteed the repayment of the Indebtedness), and the performance of the covenants and agreements of Grantor and Borrower contained in the Loan Documents (as defined in the Loan Agreement), excluding the Environmental Indemnity Agreement (as defined in this Security Instrument), irrevocably and unconditionally mortgages, grants, warrants, conveys, bargains, sells and assigns to Trustee, in trust, for benefit of Lender, with power of sale and with an assent to the passage of a decree and right of entry and possession, the Mortgaged Property (as defined in this Security Instrument), including the real property located in Collin County, State of Texas, and described in Exhibit A attached to this Security Instrument and incorporated by reference (the "Land"), to have and to hold such Mortgaged Property unto Trustee and Trustee's successors and assigns, forever; Grantor hereby releasing, relinquishing and waiving, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of the homestead exemption laws of the Property Jurisdiction (as defined in this Security Instrument), if applicable.

GRANTOR IS NOT PRIMARILY LIABLE FOR THE PAYMENT OF THE MORTGAGE LOAN.

Grantor represents and warrants that Grantor is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, warrant, convey, bargain, sell and assign the Mortgaged Property, and that the Mortgaged Property is not encumbered by any Lien (as defined in this Security Instrument) other than Permitted Encumbrances (as defined in this Security Instrument). Grantor covenants that Grantor will warrant and defend the title to the Mortgaged Property against all claims and demands other than Permitted Encumbrances.

Grantor, and by their acceptance hereof, each of Trustee and Lender covenants and agrees as follows:

1. Defined Terms.

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement. All terms used and not specifically defined herein, but which are otherwise defined by the UCC, shall have the meanings assigned to them by the UCC. The following terms, when used in this Security Instrument, shall have the following meanings:

“Condemnation Action” means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

“Enforcement Costs” means all expenses and costs, including reasonable attorneys’ fees and expenses, fees and out-of-pocket expenses of expert witnesses and costs of investigation, incurred by Lender as a result of any Event of Default under the Loan Agreement or in connection with efforts to collect any amount due under the Loan Documents, or to enforce the provisions of the Loan Agreement or any of the other Loan Documents, including those incurred in post-judgment collection efforts and in any bankruptcy or insolvency proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding or Foreclosure Event) or judicial or non-judicial foreclosure proceeding, to the extent permitted by law.

“Environmental Indemnity Agreement” means that certain Environmental Indemnity Agreement dated as of the date of this Security Instrument, executed by Grantor and Borrower to and for the benefit of Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

“Environmental Laws” has the meaning set forth in the Environmental Indemnity Agreement.

“Event of Default” has the meaning set forth in the Loan Agreement.

“Fixtures” means all Goods that are so attached or affixed to the Land or the Improvements as to constitute a fixture under the laws of the Property Jurisdiction.

“Goods” means all of Grantor’s present and hereafter acquired right, title and interest in all goods which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements.

“Imposition Deposits” means deposits in an amount sufficient to accumulate with Lender the entire sum required to pay the Impositions when due.

“Impositions” means

- (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property;
- (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance and such other insurance as Lender may require under the Loan Agreement;
- (c) Taxes; and
- (d) ~~amounts for other charges~~ and expenses assessed against the Mortgaged Property which Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Lender’s interests, all as reasonably determined from time to time by Lender.

“Improvements” means the buildings, structures, improvements and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements, facilities and additions and other construction on the Land.

“Indebtedness” means the principal of, interest on, and all other amounts due at any time under the Note, the IDOT Guaranty, the Loan Agreement, this Security Instrument or any other Loan Document (other than the Environmental Indemnity Agreement and Guaranty), including Prepayment Premiums, late charges, interest charged at the Default Rate, and accrued interest as provided in the Loan Agreement and this Security Instrument, advances, costs and expenses to perform the obligations of Grantor or to protect the Mortgaged Property or the security of this Security Instrument, all other monetary obligations of Grantor under the Loan Documents (other than the Environmental Indemnity Agreement), including amounts due as a result of any indemnification obligations, and any Enforcement Costs.

“Land” means the real property described in Exhibit A.

“Leases” means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Grantor is a cooperative housing corporation), and all modifications, extensions or renewals thereof.

“Lien” means any claim or charge against property for payment of a debt or an amount owed for services rendered, including any mortgage, deed of trust, deed to secure debt, security interest, tax lien, any materialman’s or mechanic’s lien or any lien of a Governmental Authority, including any lien in connection with the payment of utilities, or any other encumbrance.

“Mortgaged Property” means all of Grantor’s present and hereafter acquired right, title and interest, if any, in and to all of the following:

- (a) the Land;
- (b) the Improvements;
- (c) the Personalty;
- (d) current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(e) insurance policies relating to the Mortgaged Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, whether or not Grantor obtained the insurance pursuant to Lender's requirements;

(f) awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, including any awards or settlements resulting from (1) Condemnation Actions, (2) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation Action, or (3) the total or partial taking of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(g) contracts, options and other agreements for the sale of the Land, the Improvements, the Personalty or any other part of the Mortgaged Property entered into by Grantor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(h) Leases and Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases, and all Rents;

(i) earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Mortgage Loan and, if Grantor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(j) Imposition Deposits;

(k) refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);

(l) tenant security deposits;

(m) names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names and goodwill relating to any of the Mortgaged Property;

(n) Collateral Accounts and all Collateral Account Funds;

(o) products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and

(p) all of Grantor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

"Permitted Encumbrance" means only the easements, restrictions and other matters listed in a schedule of exceptions to coverage in the Title Policy and Taxes for the current tax year that are not yet due and payable.

"Personalty" means all of Grantor's present and hereafter acquired right, title and interest in all Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Land or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

"Prepayment Premium" has the meaning set forth in the Loan Agreement.

"Property Jurisdiction" means the jurisdiction in which the Land is located.

"Rents" means all rents (whether from residential or non-residential space), revenues and other income from the Land or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and tenant security deposits.

"Software" means a computer program and any supporting information provided in connection with a transaction relating to the program. The term does not include any computer program that is included in the definition of Goods.

"Taxes" means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, may become a lien, on the Land or the Improvements or any taxes upon any Loan Document.

“Title Policy” has the meaning set forth in the Loan Agreement.

“UCC” means the Uniform Commercial Code in effect in the Property Jurisdiction, as amended from time to time.

“UCC Collateral” means any or all of that portion of the Mortgaged Property in which a security interest may be granted under the UCC and in which Grantor has any present or hereafter acquired right, title or interest.

2. Security Agreement; Fixture Filing.

(a) To secure to Lender the obligations of Grantor under the IDOT Guaranty pursuant to which Grantor has guaranteed the repayment of the Indebtedness, and the performance of the covenants and agreements of Grantor contained in the Loan Documents, Grantor hereby pledges, assigns, and grants to Lender a continuing security interest in the UCC Collateral. This Security Instrument constitutes a security agreement and a financing statement under the UCC. This Security Instrument also constitutes a financing statement pursuant to the terms of the UCC with respect to any part of the Mortgaged Property that is or may become a Fixture under applicable law, and will be recorded as a “fixture filing” in accordance with the UCC. Grantor hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the signature of Grantor. If an Event of Default has occurred and is continuing Lender shall have the remedies of a secured party under the UCC or otherwise provided at law or in equity, in addition to all remedies provided by this Security Instrument and in any Loan Document. Lender may exercise any or all of its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability or validity of Lender’s other remedies. For purposes of the UCC, the debtor is Grantor and the secured party is Lender. The name and address of the debtor and secured party are set forth after Grantor’s signature below which are the addresses from which information on the security interest may be obtained.

(b) Grantor represents and warrants that: (1) Grantor maintains its chief executive office at the location set forth after Grantor’s signature below, and Grantor will notify Lender in writing of any change in its chief executive office within five (5) days of such change; (2) Grantor is the record owner of the Mortgaged Property; (3) Grantor’s state of incorporation, organization, or formation, if applicable, is as set forth on Page 1 of this Security Instrument; (4) Grantor’s exact legal name is as set forth on Page 1 of this Security Instrument; (5) Grantor’s organizational identification number, if applicable, is as set forth after Grantor’s signature below; (6) Grantor is the owner of the UCC Collateral subject to no liens, charges or encumbrances other than the lien hereof; (7) except as expressly provided in the Loan Agreement, the UCC Collateral will not be removed from the Mortgaged Property without the consent of Lender; and

(8) no financing statement covering any of the UCC Collateral or any proceeds thereof is on file in any public office except pursuant hereto.

(c) All property of every kind acquired by Grantor after the date of this Security Instrument which by the terms of this Security Instrument shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Grantor and without further conveyance or assignment become subject to the lien and security interest created by this Security Instrument. Nevertheless, Grantor shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further deeds of trust, mortgages, deeds to secure debt, security agreements, financing statements, assignments and assurances as Lender shall require for accomplishing the purposes of this Security Instrument and to comply with the rerecording requirements of the UCC.

3. Assignment of Leases and Rents; Appointment of Receiver; Lender in Possession.

(a) As part of the consideration for the Indebtedness, Grantor absolutely and unconditionally assigns and transfers to Lender all Leases and Rents. It is the intention of Grantor to establish present, absolute and irrevocable transfers and assignments to Lender of all Leases and Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Grantor. Grantor and Lender intend the assignments of Leases and Rents to be effective immediately and to constitute absolute present assignments, and not assignments for additional security only. Only for purposes of giving effect to these absolute assignments of Leases and Rents, and for no other purpose, the Leases and Rents shall not be deemed to be a part of the Mortgaged Property. However, if these present, absolute and unconditional assignments of Leases and Rents are not enforceable by their terms under the laws of the Property Jurisdiction, then each of the Leases and Rents shall be included as part of the Mortgaged Property, and it is the intention of Grantor, in such circumstance, that this Security Instrument create and perfect a lien on each of the Leases and Rents in favor of Lender, which liens shall be effective as of the date of this Security Instrument.

(b) Until an Event of Default has occurred and is continuing, but subject to the limitations set forth in the Loan Documents, Grantor shall have a revocable license to exercise all rights, power and authority granted to Grantor under the Leases (including the right, power and authority to modify the terms of any Lease, extend or terminate any Lease, or enter into new Leases, subject to the limitations set forth in the Loan Documents), and to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender, and to apply all Rents to pay the Monthly Debt Service Payments and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities and Impositions (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing (and no event which, with the giving of notice or the passage of time, or both, would constitute an Event

of Default has occurred and is continuing), the Rents remaining after application pursuant to the preceding sentence may be retained and distributed by Grantor free and clear of, and released from, Lender's rights with respect to Rents under this Security Instrument.

(c) If an Event of Default has occurred and is continuing, without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, the revocable license granted to Grantor pursuant to Section 3(b) shall automatically terminate, and Lender shall immediately have all rights, powers and authority granted to Grantor under any Lease (including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease) and, without notice, Lender shall be entitled to all Rents as they become due and payable, including Rents then due and unpaid. During the continuance of an Event of Default, Grantor authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender, and Grantor shall, upon Grantor's receipt of any Rents from any sources, pay the total amount of such receipts to Lender. Although the foregoing rights of Lender are self-effecting, at any time during the continuance of an Event of Default, Lender may make demand for all Rents, and Lender may give, and Grantor hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Grantor any amounts that are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Grantor, and even in the absence of waste, enter upon, take and maintain full control of the Mortgaged Property, and may exclude Grantor and its agents and employees therefrom, in order to perform all acts that Lender, in its discretion, determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents (including through use of a lockbox, at Lender's election), the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing this assignment of Rents, protecting the Mortgaged Property or the security of this Security Instrument and the Mortgage Loan, or for such other purposes as Lender in its discretion may deem necessary or desirable.

(e) Notwithstanding any other right provided Lender under this Security Instrument or any other Loan Document, if an Event of Default has occurred and is continuing, and regardless of the adequacy of Lender's security or Grantor's solvency, and without the necessity of giving prior notice (oral or written) to Borrower or Grantor, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or

all of the actions set forth in Section 3. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Grantor, by its execution of this Security Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte*, if permitted by applicable law. Grantor consents to shortened time consideration of a motion to appoint a receiver. Lender or the receiver, as applicable, shall be entitled to receive a reasonable fee for managing the Mortgaged Property and such fee shall become an additional part of the Indebtedness. Immediately upon appointment of a receiver or Lender's entry upon and taking possession and control of the Mortgaged Property, possession of the Mortgaged Property and all documents, records (including records on electronic or magnetic media), accounts, surveys, plans and specifications relating to the Mortgaged Property, and all security deposits and prepaid Rents, shall be surrendered to Lender or the receiver, as applicable. If Lender or receiver takes possession and control of the Mortgaged Property, Lender or receiver may exclude Borrower and Grantor and their representatives from the Mortgaged Property.

(f) The acceptance by Lender of the assignments of the Leases and Rents pursuant to this Section 3 shall not at any time or in any event obligate Lender to take any action under any Loan Document or to expend any money or to incur any expense. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in, on or about the Mortgaged Property. Prior to Lender's actual entry upon and taking possession and control of the Land and Improvements, Lender shall not be:

- (1) obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease);
- (2) obligated to appear in or defend any action or proceeding relating to any Lease or the Mortgaged Property; or
- (3) responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property.

The execution of this Security Instrument shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Grantor, prior to such actual entry and taking possession and control by Lender of the Land and Improvements.

(g) Lender shall be liable to account only to Grantor and only for Rents actually received by Lender. Lender shall not be liable to Borrower, Grantor, anyone claiming under or through Grantor or anyone having an interest in the Mortgaged Property by reason of any act or omission of Lender under this Section 3, and Grantor hereby releases and discharges Lender from any such liability to the fullest extent permitted by law, provided that Lender shall not be released from liability that occurs as a result of Lender's gross negligence or willful misconduct as

determined by a court of competent jurisdiction pursuant to a final, non-appealable court order. If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall be added to, and become a part of, the principal balance of the Indebtedness, be immediately due and payable, and bear interest at the Default Rate from the date of disbursement until fully paid. Any entering upon and taking control of the Mortgaged Property by Lender or the receiver, and any application of Rents as provided in this Security Instrument, shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Security Instrument or any Loan Document.

4. Protection of Lender's Security.

If Grantor fails to perform any of its obligations under this Security Instrument or any other Loan Document, or any action or proceeding is commenced that purports to affect the Mortgaged Property, Lender's security, rights or interests under this Security Instrument or any Loan Document (including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Environmental Laws, fraudulent conveyance or reorganizations or proceedings involving a debtor or decedent), Lender may, at its option, make such appearances, disburse or pay such sums and take such actions, whether before or after an Event of Default or whether directly or to any receiver for the Mortgaged Property, as Lender reasonably deems necessary to perform such obligations of Grantor and to protect the Mortgaged Property or Lender's security, rights or interests in the Mortgaged Property or the Mortgage Loan, including:

- (a) paying fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants;
- (b) entering upon the Mortgaged Property to make repairs or secure the Mortgaged Property;
- (c) obtaining (or force-placing) the insurance required by the Loan Documents; and
- (d) paying any amounts required under any of the Loan Documents that Grantor has failed to pay.

Any amounts so disbursed or paid by Lender shall be added to, and become part of, the principal balance of the Indebtedness, be immediately due and payable and bear interest at the Default Rate from the date of disbursement until fully paid. The provisions of this Section 4 shall not be deemed to obligate or require Lender to incur any expense or take any action.

5. Default; Acceleration; Remedies.

- (a) If an Event of Default has occurred and is continuing, Lender, at its option, may declare the Indebtedness to be immediately due and payable without further demand, and may

either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (1) to enforce payment of the Mortgage Loan; (2) to foreclose this Security Instrument judicially or non-judicially by the power of sale granted herein; (3) to enforce or exercise any right under any Loan Document; and (4) to pursue any one (1) or more other remedies provided in this Security Instrument or in any other Loan Document or otherwise afforded by applicable law. Grantor hereby assents to the passage of a decree for the sale of the Mortgaged Property pursuant to Lender's exercise of its rights hereunder. Each right and remedy provided in this Security Instrument or any other Loan Document is distinct from all other rights or remedies under this Security Instrument or any other Loan Document or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently or successively, in any order. Grantor has the right to bring an action to assert the nonexistence of an Event of Default or any other defense of Grantor to acceleration and sale.

(b) Grantor acknowledges that the power of sale granted in this Security Instrument may be exercised or directed by Lender without prior judicial hearing. In the event Lender invokes the power of sale:

(1) Trustee shall record a notice of sale in each county in which the Mortgaged Property or some part of the Mortgaged Property is located and shall mail copies of the notices in the manner required by applicable law. Grantor hereby authorizes and empowers Trustee to take possession of the Mortgaged Property, or any part thereof, and hereby grants to Trustee a power of sale and authorizes and empowers Trustee to sell (or, in the case of the default of any purchaser, to resell) the Mortgaged Property or any part thereof, in compliance with applicable law, including compliance with any and all notice and timing requirements for such sale;

(2) Trustee shall have the authority to determine the terms of the sale, subject to applicable law. In connection with any such sale, the whole of the Mortgaged Property may be sold in one (1) parcel as an entirety or in separate lots or parcels at the same or different times. Lender shall have the right to become the purchaser at any such sale. Trustee shall be entitled to receive fees and expenses from such sale not to exceed the amount permitted by applicable law;

(3) within a reasonable time after the sale, Trustee shall deliver to the purchaser of the Mortgaged Property a deed or such other appropriate conveyance document conveying the Mortgaged Property so sold without any express or implied covenant or warranty. The recitals in such deed or document shall be prima facie evidence of the truth of the statements made in those recitals; and

(4) the outstanding principal amount of the Mortgage Loan and the other Indebtedness, if not previously due, shall be and become immediately due and payable

without demand or notice of any kind. If the Mortgaged Property is sold for an amount less than the amount outstanding under the Indebtedness, the deficiency shall be determined by the purchase price at the sale or sales. Grantor waives all rights, claims and defenses with respect to Lender's ability to obtain a deficiency judgment.

(c) Grantor acknowledges and agrees that the proceeds of any sale shall be applied as determined by Lender unless otherwise required by applicable law.

(d) In connection with the exercise of Lender's rights and remedies under this Security Instrument and any other Loan Document, there shall be allowed and included as Indebtedness: (1) all expenditures and expenses authorized by applicable law and all other expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable legal fees, appraisal fees, outlays for documentary and expert evidence, stenographic charges and publication costs; (2) all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies and any other similar testing or investigation deemed necessary or advisable by Lender incurred in preparation for, contemplation of or in connection with the exercise of Lender's rights and remedies under the Loan Documents; and (3) costs (which may be reasonably estimated as to items to be expended in connection with the exercise of Lender's rights and remedies under the Loan Documents) of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Lender may deem reasonably necessary either to prosecute any suit or to evidence the true conditions of the title to or the value of the Mortgaged Property to bidders at any sale which may be held in connection with the exercise of Lender's rights and remedies under the Loan Documents. All expenditures and expenses of the nature mentioned in this Section 5, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Security Instrument, including the fees of any attorney employed by Lender in any litigation or proceedings affecting this Security Instrument, the IDOT Guaranty, the other Loan Documents, or the Mortgaged Property, including bankruptcy proceedings, any Foreclosure Event, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Grantor, with interest thereon at the Default Rate until paid.

(e) Any action taken by Trustee or Lender pursuant to the provisions of this Section 5 shall comply with the laws of the Property Jurisdiction. Such applicable laws shall take precedence over the provisions of this Section 5, but shall not invalidate or render unenforceable any other provision of any Loan Document that can be construed in a manner consistent with any applicable law. If any provision of this Security Instrument shall grant to Lender (including Lender acting as a mortgagee-in-possession), Trustee or a receiver appointed pursuant to the provisions of this Security Instrument any powers, rights or remedies prior to, upon, during the

continuance of or following an Event of Default that are more limited than the powers, rights, or remedies that would otherwise be vested in such party under any applicable law in the absence of said provision, such party shall be vested with the powers, rights and remedies granted in such applicable law to the full extent permitted by law.

6. Waiver of Statute of Limitations and Marshaling.

Grantor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Security Instrument or to any action brought to enforce the IDOT Guaranty or any Loan Document. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Security Instrument and/or any other Loan Document or by applicable law. 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 such remedies. Grantor, for itself and all who may claim by, through, or under it, and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Security Instrument waives any and all right to require the marshaling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels (at the same time or different times) in connection with the exercise of any of the remedies provided in this Security Instrument or any other Loan Document, or afforded by applicable law.

7. Waiver of Redemption; Rights of Tenants.

(a) Grantor hereby covenants and agrees that it will not at any time apply for, insist upon, plead, avail itself, or in any manner claim or take any advantage of, any appraisal, stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter enacted or in force in order to prevent or hinder the enforcement or foreclosure of this Security Instrument. Without limiting the foregoing:

(1) Grantor for itself and all Persons who may claim by, through or under Grantor, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such "Moratorium Laws," and all rights of reinstatement and redemption of Grantor and of all other Persons claiming by, through, or under Grantor are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law;

(2) Grantor shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise

granted or delegated to Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

(3) if Grantor is a trust, Grantor represents that the provisions of this Section 7 (including the waiver of reinstatement and redemption rights) were made at the express direction of Grantor's beneficiaries and the persons having the power of direction over Grantor, and are made on behalf of the trust estate of Grantor and all beneficiaries of Grantor, as well as all other persons mentioned above.

(b) Lender shall have the right to foreclose subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Lender. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Grantor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

8. Notice.

(a) All notices under this Security Instrument shall be:

(1) in writing, and shall be (A) delivered, in person, (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested, or (C) sent by overnight express courier;

(2) addressed to the intended recipient at its respective address set forth at the end of this Security Instrument; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

(b) Any party to this Security Instrument may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 8.

(c) Any required notice under this Security Instrument which does not specify how notices are to be given shall be given in accordance with this Section 8.

9. Mortgagee-in-Possession.

Grantor acknowledges and agrees that the exercise by Lender of any of the rights conferred in this Security Instrument shall not be construed to make Lender a mortgagee-in- possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

10. Release.

Upon payment in full of the Indebtedness, Lender shall cause the release of this Security Instrument and Grantor shall pay Lender's costs incurred in connection with such release.

11. Substitute Trustee.

Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee in accordance with the laws of the Property Jurisdiction. Without conveyance of the Mortgaged Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee in this Security Instrument and by applicable law.

12. Texas State Specific Provisions.

Grantor hereby represents and warrants that the Mortgage Loan is a commercial loan and an extension of credit for commercial and business purposes, as such terms are used the Uniform Commercial Code of the State of Texas, as may be amended.

13. Governing Law; Consent to Jurisdiction and Venue.

This Security Instrument shall be governed by the laws of the Property Jurisdiction without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Grantor agrees that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies that arise under or in relation to any security for the Indebtedness. Grantor irrevocably consents to service, jurisdiction and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

14. Miscellaneous Provisions.

(a) This Security Instrument shall bind, and the rights granted by this Security Instrument shall benefit, the successors and assigns of Lender. This Security Instrument shall bind, and the obligations granted by this Security Instrument shall inure to, any permitted successors and assigns of Grantor under the Loan Agreement. If more than one (1) person or

entity signs this Security Instrument as Grantor, the obligations of such persons and entities shall be joint and several. The relationship between Lender and Grantor shall be solely that of creditor and debtor, respectively, and nothing contained in this Security Instrument shall create any other relationship between Lender and Grantor. No creditor of any party to this Security Instrument and no other person shall be a third party beneficiary of this Security Instrument or any other Loan Document.

(b) The invalidity or unenforceability of any provision of this Security Instrument or any other Loan Document shall not affect the validity or enforceability of any other provision of this Security Instrument or of any other Loan Document, all of which shall remain in full force and effect. This Security Instrument contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Security Instrument. This Security Instrument may not be amended or modified except by written agreement signed by the parties hereto.

(c) The following rules of construction shall apply to this Security Instrument:

(1) The captions and headings of the sections of this Security Instrument are for convenience only and shall be disregarded in construing this Security Instrument.

(2) Any reference in this Security Instrument to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Security Instrument or to a Section or Article of this Security Instrument.

(3) Any reference in this Security Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(4) Use of the singular in this Security Instrument includes the plural and use of the plural includes the singular.

(5) As used in this Security Instrument, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only, and not a limitation.

(6) Whenever Grantor's knowledge is implicated in this Security Instrument or the phrase "to Grantor's knowledge" or a similar phrase is used in this Security Instrument, Grantor's knowledge or such phrase(s) shall be interpreted to mean to the best of Grantor's knowledge after reasonable and diligent inquiry and investigation.

(7) Unless otherwise provided in this Security Instrument, if Lender's approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination,

selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.

(8) All references in this Security Instrument to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(9) "Lender may" shall mean at Lender's discretion, but shall not be an obligation.

15. Time is of the Essence.

Grantor agrees that, with respect to each and every obligation and covenant contained in this Security Instrument and the other Loan Documents, time is of the essence.

16. WAIVER OF TRIAL BY JURY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF GRANTOR AND LENDER (BY ITS ACCEPTANCE HEREOF) (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS SECURITY INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS GRANTOR AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH OF GRANTOR AND LENDER, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

ATTACHED EXHIBITS. The following Exhibits are attached to this Security Instrument and incorporated fully herein by reference:

- Exhibit A Description of the Land (required)
- Exhibit B Modifications to Security Instrument

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has signed and delivered this Security Instrument under seal (where applicable) or has caused this Security Instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides, Grantor intends that this Security Instrument shall be deemed to be signed and delivered as a sealed instrument.

GRANTOR:

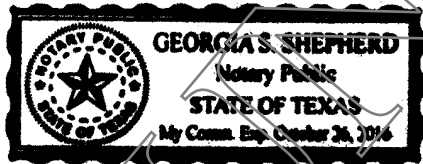
[Signature]
By: *[Signature]* (SEAL)
Name: Gary Morris
Address:
2905 Prairie Ln
McKinney, Tx 75070

LENDER:

Secured Party Name: David N. & Christine C. Neal Trust
Secured Party Address:
8311 S. Jentilly Ln.
Tempe, AZ 85284

TRUSTEE NOTICE ADDRESS:

8311 S. Jentilly Ln.
Tempe, AZ 85284



State of Texas
County of Collin

This instrument was acknowledged before me on

September 2, 2016

by Gary Ronald Morris

Georgia S. Shepherd 10/26/16
Notary Public Commission Expires

05007 02946

EXHIBIT "A"

SITUATED in Collin County, Texas and being Lot 22 Block C of KENSINGTON CREEK AT ELDORADO ADDITION, an addition to the City of McKinney according to the recorded plat of said addition, which plat is recorded in Volume J, page 445 of the Collin County Land Records.

UNOFFICIAL

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 (COUNTY OF COLLIN) (THE STATE OF TEXAS) I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

SEP 20 2001

Helen Starnes



Filed and recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/02/2016 03:47:08 PM
\$106.00 DFOSTER
20160902001177910

Stacey Kemp

Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Sep 20 2001
At 3:47pm

Dgc/Num : 2001- 0118946

Recording/Type:D1 13.00
Receipt #: 31084





20160902001177900 09/02/2016 03:47:07 PM DT 1/21

Prepared by, and after recording
return to:

Neal Management LLC
8311 S. Teatilly Ln.
Tempe, AZ 85284

**INDEMNITY DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT
AND FIXTURE FILING
(TEXAS)**

UNOFFICIAL

EXHIBIT "F"

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

This INDEMNITY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument") dated as of 9-1-16, is executed by Gary Morris, a Private individual, as grantor ("Grantor"), to David Neal, as trustee ("Trustee"), for the benefit of Neal Management LLC, as beneficiary ("Lender").

Grantor, in consideration of (i) the loan made to Gary Morris ("Borrower") in the original principal amount of \$ 100,000 (the "Mortgage Loan") evidenced by that certain Note dated as of the date of this Security Instrument, executed by Borrower and made payable to the order of Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note"), (ii) Grantor's material interest in the Borrower, (iii) that certain Loan and Security Agreement dated as of the date of this Security Instrument, executed by and among Borrower, Grantor and Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), and (iv) the trust created by this Security Instrument, and to secure to Lender the obligations under Grantor's IDOT Guaranty dated as of the date of this Security Instrument (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "IDOT Guaranty") (pursuant to which Grantor has guaranteed the repayment of the Indebtedness), and the performance of the covenants and agreements of Grantor and Borrower contained in the Loan Documents (as defined in the Loan Agreement), excluding the Environmental Indemnity Agreement (as defined in this Security Instrument), irrevocably and unconditionally mortgages, grants, warrants, conveys, bargains, sells and assigns to Trustee, in trust, for benefit of Lender, with power of sale and with an assent to the passage of a decree and right of entry and possession, the Mortgaged Property (as defined in this Security Instrument), including the real property located in Collin County, State of Texas, and described in Exhibit A attached to this Security Instrument and incorporated by reference (the "Land"), to have and to hold such Mortgaged Property unto Trustee and Trustee's successors and assigns, forever; Grantor hereby releasing, relinquishing and waiving, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of the homestead exemption laws of the Property Jurisdiction (as defined in this Security Instrument), if applicable.

GRANTOR IS NOT PRIMARILY LIABLE FOR THE PAYMENT OF THE MORTGAGE LOAN.

Grantor represents and warrants that Grantor is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, warrant, convey, bargain, sell and assign the Mortgaged Property, and that the Mortgaged Property is not encumbered by any Lien (as defined in this Security Instrument) other than Permitted Encumbrances (as defined in this Security Instrument). Grantor covenants that Grantor will warrant and defend the title to the Mortgaged Property against all claims and demands other than Permitted Encumbrances.

Grantor, and by their acceptance hereof, each of Trustee and Lender covenants and agrees as follows:

1. Defined Terms.

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement. All terms used and not specifically defined herein, but which are otherwise defined by the UCC, shall have the meanings assigned to them by the UCC. The following terms, when used in this Security Instrument, shall have the following meanings:

“Condemnation Action” means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

“Enforcement Costs” means all expenses and costs, including reasonable attorneys’ fees and expenses, fees and out-of-pocket expenses of expert witnesses and costs of investigation, incurred by Lender as a result of any Event of Default under the Loan Agreement or in connection with efforts to collect any amount due under the Loan Documents, or to enforce the provisions of the Loan Agreement or any of the other Loan Documents, including those incurred in post-judgment collection efforts and in any bankruptcy or insolvency proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding or Foreclosure Event) or judicial or non-judicial foreclosure proceeding, to the extent permitted by law.

“Environmental Indemnity Agreement” means that certain Environmental Indemnity Agreement dated as of the date of this Security Instrument, executed by Grantor and Borrower to and for the benefit of Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

“Environmental Laws” has the meaning set forth in the Environmental Indemnity Agreement.

“Event of Default” has the meaning set forth in the Loan Agreement.

“Fixtures” means all Goods that are so attached or affixed to the Land or the Improvements as to constitute a fixture under the laws of the Property Jurisdiction.

“Goods” means all of Grantor’s present and hereafter acquired right, title and interest in all goods which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements.

“Imposition Deposits” means deposits in an amount sufficient to accumulate with Lender the entire sum required to pay the Impositions when due.

“Impositions” means

- (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property;
- (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance and such other insurance as Lender may require under the Loan Agreement;
- (c) Taxes; and
- (d) amounts for other charges and expenses assessed against the Mortgaged Property which Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Lender’s interests, all as reasonably determined from time to time by Lender.

“Improvements” means the buildings, structures, improvements and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements, facilities and additions and other construction on the Land.

“Indebtedness” means the principal of, interest on, and all other amounts due at any time under the Note, the IDOT Guaranty, the Loan Agreement, this Security Instrument or any other Loan Document (other than the Environmental Indemnity Agreement and Guaranty), including Prepayment Premiums, late charges, interest charged at the Default Rate, and accrued interest as provided in the Loan Agreement and this Security Instrument, advances, costs and expenses to perform the obligations of Grantor or to protect the Mortgaged Property or the security of this Security Instrument, all other monetary obligations of Grantor under the Loan Documents (other than the Environmental Indemnity Agreement), including amounts due as a result of any indemnification obligations, and any Enforcement Costs.

“Land” means the real property described in Exhibit A.

“Leases” means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Grantor is a cooperative housing corporation), and all modifications, extensions or renewals thereof.

“Lien” means any claim or charge against property for payment of a debt or an amount owed for services rendered, including any mortgage, deed of trust, deed to secure debt, security interest, tax lien, any materialman’s or mechanic’s lien or any lien of a Governmental Authority, including any lien in connection with the payment of utilities, or any other encumbrance.

“Mortgaged Property” means all of Grantor’s present and hereafter acquired right, title and interest, if any, in and to all of the following:

- (a) the Land;
- (b) the Improvements;
- (c) the Personalty;
- (d) current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(e) insurance policies relating to the Mortgaged Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, whether or not Grantor obtained the insurance pursuant to Lender's requirements;

(f) awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, including any awards or settlements resulting from (1) Condemnation Actions, (2) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation Action, or (3) the total or partial taking of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(g) contracts, options and other agreements for the sale of the Land, the Improvements, the Personalty or any other part of the Mortgaged Property entered into by Grantor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(h) Leases and Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases, and all Rents;

(i) earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Mortgage Loan and, if Grantor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents,

(j) Imposition Deposits;

(k) refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);

(l) tenant security deposits;

(m) names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names and goodwill relating to any of the Mortgaged Property;

(n) Collateral Accounts and all Collateral Account Funds;

(o) products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and

(p) all of Grantor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

"Permitted Encumbrance" means only the easements, restrictions and other matters listed in a schedule of exceptions to coverage in the Title Policy and Taxes for the current tax year that are not yet due and payable.

"Personalty" means all of Grantor's present and hereafter acquired right, title and interest in all Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Land or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

"Prepayment Premium" has the meaning set forth in the Loan Agreement.

"Property Jurisdiction" means the jurisdiction in which the Land is located.

"Rents" means all rents (whether from residential or non-residential space), revenues and other income from the Land or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and tenant security deposits.

"Software" means a computer program and any supporting information provided in connection with a transaction relating to the program. The term does not include any computer program that is included in the definition of Goods.

"Taxes" means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, may become a lien, on the Land or the Improvements or any taxes upon any Loan Document.

“Title Policy” has the meaning set forth in the Loan Agreement.

“UCC” means the Uniform Commercial Code in effect in the Property Jurisdiction, as amended from time to time.

“UCC Collateral” means any or all of that portion of the Mortgaged Property in which a security interest may be granted under the UCC and in which Grantor has any present or hereafter acquired right, title or interest.

2. Security Agreement; Fixture Filing.

(a) To secure to Lender the obligations of Grantor under the IDOT Guaranty pursuant to which Grantor has guaranteed the repayment of the Indebtedness, and the performance of the covenants and agreements of Grantor contained in the Loan Documents, Grantor hereby pledges, assigns, and grants to Lender a continuing security interest in the UCC Collateral. This Security Instrument constitutes a security agreement and a financing statement under the UCC. This Security Instrument also constitutes a financing statement pursuant to the terms of the UCC with respect to any part of the Mortgaged Property that is or may become a Fixture under applicable law, and will be recorded as a “fixture filing” in accordance with the UCC. Grantor hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the signature of Grantor. If an Event of Default has occurred and is continuing Lender shall have the remedies of a secured party under the UCC or otherwise provided at law or in equity, in addition to all remedies provided by this Security Instrument and in any Loan Document. Lender may exercise any or all of its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability or validity of Lender’s other remedies. For purposes of the UCC, the debtor is Grantor and the secured party is Lender. The name and address of the debtor and secured party are set forth after Grantor’s signature below which are the addresses from which information on the security interest may be obtained.

(b) Grantor represents and warrants that: (1) Grantor maintains its chief executive office at the location set forth after Grantor’s signature below, and Grantor will notify Lender in writing of any change in its chief executive office within five (5) days of such change; (2) Grantor is the record owner of the Mortgaged Property; (3) Grantor’s state of incorporation, organization, or formation, if applicable, is as set forth on Page 1 of this Security Instrument; (4) Grantor’s exact legal name is as set forth on Page 1 of this Security Instrument; (5) Grantor’s organizational identification number, if applicable, is as set forth after Grantor’s signature below; (6) Grantor is the owner of the UCC Collateral subject to no liens, charges or encumbrances other than the lien hereof; (7) except as expressly provided in the Loan Agreement, the UCC Collateral will not be removed from the Mortgaged Property without the consent of Lender; and

(8) no financing statement covering any of the UCC Collateral or any proceeds thereof is on file in any public office except pursuant hereto.

(c) All property of every kind acquired by Grantor after the date of this Security Instrument which by the terms of this Security Instrument shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Grantor and without further conveyance or assignment become subject to the lien and security interest created by this Security Instrument. Nevertheless, Grantor shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further deeds of trust, mortgages, deeds to secure debt, security agreements, financing statements, assignments and assurances as Lender shall require for accomplishing the purposes of this Security Instrument and to comply with the rerecording requirements of the UCC.

3. Assignment of Leases and Rents; Appointment of Receiver; Lender in Possession.

(a) As part of the consideration for the Indebtedness, Grantor absolutely and unconditionally assigns and transfers to Lender all Leases and Rents. It is the intention of Grantor to establish present, absolute and irrevocable transfers and assignments to Lender of all Leases and Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Grantor. Grantor and Lender intend the assignments of Leases and Rents to be effective immediately and to constitute absolute present assignments, and not assignments for additional security only. Only for purposes of giving effect to these absolute assignments of Leases and Rents, and for no other purpose, the Leases and Rents shall not be deemed to be a part of the Mortgaged Property. However, if these present, absolute and unconditional assignments of Leases and Rents are not enforceable by their terms under the laws of the Property Jurisdiction, then each of the Leases and Rents shall be included as part of the Mortgaged Property, and it is the intention of Grantor, in such circumstance, that this Security Instrument create and perfect a lien on each of the Leases and Rents in favor of Lender, which liens shall be effective as of the date of this Security Instrument.

(b) Until an Event of Default has occurred and is continuing, but subject to the limitations set forth in the Loan Documents, Grantor shall have a revocable license to exercise all rights, power and authority granted to Grantor under the Leases (including the right, power and authority to modify the terms of any Lease, extend or terminate any Lease, or enter into new Leases, subject to the limitations set forth in the Loan Documents), and to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender, and to apply all Rents to pay the Monthly Debt Service Payments and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities and Impositions (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing (and no event which, with the giving of notice or the passage of time, or both, would constitute an Event

of Default has occurred and is continuing), the Rents remaining after application pursuant to the preceding sentence may be retained and distributed by Grantor free and clear of, and released from, Lender's rights with respect to Rents under this Security Instrument.

(c) If an Event of Default has occurred and is continuing, without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, the revocable license granted to Grantor pursuant to Section 3(b) shall automatically terminate, and Lender shall immediately have all rights, powers and authority granted to Grantor under any Lease (including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease) and, without notice, Lender shall be entitled to all Rents as they become due and payable, including Rents then due and unpaid. During the continuance of an Event of Default, Grantor authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender, and Grantor shall, upon Grantor's receipt of any Rents from any sources, pay the total amount of such receipts to Lender. Although the foregoing rights of Lender are self-effecting, at any time during the continuance of an Event of Default, Lender may make demand for all Rents, and Lender may give, and Grantor hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Grantor any amounts that are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Grantor, and even in the absence of waste, enter upon, take and maintain full control of the Mortgaged Property, and may exclude Grantor and its agents and employees therefrom, in order to perform all acts that Lender, in its discretion, determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents (including through use of a lockbox, at Lender's election), the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing this assignment of Rents, protecting the Mortgaged Property or the security of this Security Instrument and the Mortgage Loan, or for such other purposes as Lender in its discretion may deem necessary or desirable.

(e) Notwithstanding any other right provided Lender under this Security Instrument or any other Loan Document, if an Event of Default has occurred and is continuing, and regardless of the adequacy of Lender's security or Grantor's solvency, and without the necessity of giving prior notice (oral or written) to Borrower or Grantor, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or

all of the actions set forth in Section 3. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Grantor, by its execution of this Security Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte*, if permitted by applicable law. Grantor consents to shortened time consideration of a motion to appoint a receiver. Lender or the receiver, as applicable, shall be entitled to receive a reasonable fee for managing the Mortgaged Property and such fee shall become an additional part of the Indebtedness. Immediately upon appointment of a receiver or Lender's entry upon and taking possession and control of the Mortgaged Property, possession of the Mortgaged Property and all documents, records (including records on electronic or magnetic media), accounts, surveys, plans and specifications relating to the Mortgaged Property, and all security deposits and prepaid Rents, shall be surrendered to Lender or the receiver, as applicable. If Lender or receiver takes possession and control of the Mortgaged Property, Lender or receiver may exclude Borrower and Grantor and their representatives from the Mortgaged Property.

(f) The acceptance by Lender of the assignments of the Leases and Rents pursuant to this Section 3 shall not at any time or in any event obligate Lender to take any action under any Loan Document or to expend any money or to incur any expense. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in, on or about the Mortgaged Property. Prior to Lender's actual entry upon and taking possession and control of the Land and Improvements, Lender shall not be:

- (1) obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease);
- (2) obligated to appear in or defend any action or proceeding relating to any Lease or the Mortgaged Property; or
- (3) responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property.

The execution of this Security Instrument shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Grantor, prior to such actual entry and taking possession and control by Lender of the Land and Improvements.

(g) Lender shall be liable to account only to Grantor and only for Rents actually received by Lender. Lender shall not be liable to Borrower, Grantor, anyone claiming under or through Grantor or anyone having an interest in the Mortgaged Property by reason of any act or omission of Lender under this Section 3, and Grantor hereby releases and discharges Lender from any such liability to the fullest extent permitted by law, provided that Lender shall not be released from liability that occurs as a result of Lender's gross negligence or willful misconduct as

determined by a court of competent jurisdiction pursuant to a final, non-appealable court order. If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall be added to, and become a part of, the principal balance of the Indebtedness, be immediately due and payable, and bear interest at the Default Rate from the date of disbursement until fully paid. Any entering upon and taking control of the Mortgaged Property by Lender or the receiver, and any application of Rents as provided in this Security Instrument, shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Security Instrument or any Loan Document.

4. Protection of Lender's Security.

If Grantor fails to perform any of its obligations under this Security Instrument or any other Loan Document, or any action or proceeding is commenced that purports to affect the Mortgaged Property, Lender's security, rights or interests under this Security Instrument or any Loan Document (including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Environmental Laws, fraudulent conveyance or reorganizations or proceedings involving a debtor or decedent), Lender may, at its option, make such appearances, disburse or pay such sums and take such actions, whether before or after an Event of Default or whether directly or to any receiver for the Mortgaged Property, as Lender reasonably deems necessary to perform such obligations of Grantor and to protect the Mortgaged Property or Lender's security, rights or interests in the Mortgaged Property or the Mortgage Loan, including:

- (a) paying fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants;
- (b) entering upon the Mortgaged Property to make repairs or secure the Mortgaged Property;
- (c) obtaining (or force-placing) the insurance required by the Loan Documents; and
- (d) paying any amounts required under any of the Loan Documents that Grantor has failed to pay.

Any amounts so disbursed or paid by Lender shall be added to, and become part of, the principal balance of the Indebtedness, be immediately due and payable and bear interest at the Default Rate from the date of disbursement until fully paid. The provisions of this Section 4 shall not be deemed to obligate or require Lender to incur any expense or take any action.

5. Default; Acceleration; Remedies.

- (a) If an Event of Default has occurred and is continuing, Lender, at its option, may declare the Indebtedness to be immediately due and payable without further demand, and may

either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (1) to enforce payment of the Mortgage Loan; (2) to foreclose this Security Instrument judicially or non-judicially by the power of sale granted herein; (3) to enforce or exercise any right under any Loan Document; and (4) to pursue any one (1) or more other remedies provided in this Security Instrument or in any other Loan Document or otherwise afforded by applicable law. Grantor hereby assents to the passage of a decree for the sale of the Mortgaged Property pursuant to Lender's exercise of its rights hereunder. Each right and remedy provided in this Security Instrument or any other Loan Document is distinct from all other rights or remedies under this Security Instrument or any other Loan Document or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently or successively, in any order. Grantor has the right to bring an action to assert the nonexistence of an Event of Default or any other defense of Grantor to acceleration and sale.

(b) Grantor acknowledges that the power of sale granted in this Security Instrument may be exercised or directed by Lender without prior judicial hearing. In the event Lender invokes the power of sale:

(1) Trustee shall record a notice of sale in each county in which the Mortgaged Property or some part of the Mortgaged Property is located and shall mail copies of the notices in the manner required by applicable law. Grantor hereby authorizes and empowers Trustee to take possession of the Mortgaged Property, or any part thereof, and hereby grants to Trustee a power of sale and authorizes and empowers Trustee to sell (or, in the case of the default of any purchaser, to resell) the Mortgaged Property or any part thereof, in compliance with applicable law, including compliance with any and all notice and timing requirements for such sale;

(2) Trustee shall have the authority to determine the terms of the sale, subject to applicable law. In connection with any such sale, the whole of the Mortgaged Property may be sold in one (1) parcel as an entirety or in separate lots or parcels at the same or different times. Lender shall have the right to become the purchaser at any such sale. Trustee shall be entitled to receive fees and expenses from such sale not to exceed the amount permitted by applicable law;

(3) within a reasonable time after the sale, Trustee shall deliver to the purchaser of the Mortgaged Property a deed or such other appropriate conveyance document conveying the Mortgaged Property so sold without any express or implied covenant or warranty. The recitals in such deed or document shall be prima facie evidence of the truth of the statements made in those recitals; and

(4) the outstanding principal amount of the Mortgage Loan and the other Indebtedness, if not previously due, shall be and become immediately due and payable

without demand or notice of any kind. If the Mortgaged Property is sold for an amount less than the amount outstanding under the Indebtedness, the deficiency shall be determined by the purchase price at the sale or sales. Grantor waives all rights, claims and defenses with respect to Lender's ability to obtain a deficiency judgment.

(c) Grantor acknowledges and agrees that the proceeds of any sale shall be applied as determined by Lender unless otherwise required by applicable law.

(d) In connection with the exercise of Lender's rights and remedies under this Security Instrument and any other Loan Document, there shall be allowed and included as Indebtedness: (1) all expenditures and expenses authorized by applicable law and all other expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable legal fees, appraisal fees, outlays for documentary and expert evidence, stenographic charges and publication costs; (2) all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies and any other similar testing or investigation deemed necessary or advisable by Lender incurred in preparation for, contemplation of or in connection with the exercise of Lender's rights and remedies under the Loan Documents; and (3) costs (which may be reasonably estimated as to items to be expended in connection with the exercise of Lender's rights and remedies under the Loan Documents) of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Lender may deem reasonably necessary either to prosecute any suit or to evidence the true conditions of the title to or the value of the Mortgaged Property to bidders at any sale which may be held in connection with the exercise of Lender's rights and remedies under the Loan Documents. All expenditures and expenses of the nature mentioned in this Section 5, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Security Instrument, including the fees of any attorney employed by Lender in any litigation or proceedings affecting this Security Instrument, the IDOT Guaranty, the other Loan Documents, or the Mortgaged Property, including bankruptcy proceedings, any Foreclosure Event, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Grantor, with interest thereon at the Default Rate until paid.

(e) Any action taken by Trustee or Lender pursuant to the provisions of this Section 5 shall comply with the laws of the Property Jurisdiction. Such applicable laws shall take precedence over the provisions of this Section 5, but shall not invalidate or render unenforceable any other provision of any Loan Document that can be construed in a manner consistent with any applicable law. If any provision of this Security Instrument shall grant to Lender (including Lender acting as a mortgagee-in-possession), Trustee or a receiver appointed pursuant to the provisions of this Security Instrument any powers, rights or remedies prior to, upon, during the

continuance of or following an Event of Default that are more limited than the powers, rights, or remedies that would otherwise be vested in such party under any applicable law in the absence of said provision, such party shall be vested with the powers, rights and remedies granted in such applicable law to the full extent permitted by law.

6. Waiver of Statute of Limitations and Marshaling.

Grantor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Security Instrument or to any action brought to enforce the IDOT Guaranty or any Loan Document. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Security Instrument and/or any other Loan Document or by applicable law. 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 such remedies. Grantor, for itself and all who may claim by, through, or under it, and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Security Instrument waives any and all right to require the marshaling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels (at the same time or different times) in connection with the exercise of any of the remedies provided in this Security Instrument or any other Loan Document, or afforded by applicable law.

7. Waiver of Redemption; Rights of Tenants.

(a) Grantor hereby covenants and agrees that it will not at any time apply for, insist upon, plead, avail itself, or in any manner claim or take any advantage of, any appraisalment, stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter enacted or in force in order to prevent or hinder the enforcement or foreclosure of this Security Instrument. Without limiting the foregoing:

(1) Grantor for itself and all Persons who may claim by, through or under Grantor, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such "Moratorium Laws," and all rights of reinstatement and redemption of Grantor and of all other Persons claiming by, through, or under Grantor are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law;

(2) Grantor shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise

granted or delegated to Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

(3) if Grantor is a trust, Grantor represents that the provisions of this Section 7 (including the waiver of reinstatement and redemption rights) were made at the express direction of Grantor's beneficiaries and the persons having the power of direction over Grantor, and are made on behalf of the trust estate of Grantor and all beneficiaries of Grantor, as well as all other persons mentioned above.

(b) Lender shall have the right to foreclose subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Lender. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Grantor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

8. Notice.

(a) All notices under this Security Instrument shall be:

(1) in writing, and shall be (A) delivered, in person, (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested, or (C) sent by overnight express courier;

(2) addressed to the intended recipient at its respective address set forth at the end of this Security Instrument, and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

(b) Any party to this Security Instrument may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 8.

(c) Any required notice under this Security Instrument which does not specify how notices are to be given shall be given in accordance with this Section 8.

9. Mortgagee-in-Possession.

Grantor acknowledges and agrees that the exercise by Lender of any of the rights conferred in this Security Instrument shall not be construed to make Lender a mortgagee-in- possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

10. Release.

Upon payment in full of the Indebtedness, Lender shall cause the release of this Security Instrument and Grantor shall pay Lender's costs incurred in connection with such release.

11. Substitute Trustee.

Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee in accordance with the laws of the Property Jurisdiction. Without conveyance of the Mortgaged Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee in this Security Instrument and by applicable law.

12. Texas State Specific Provisions.

Grantor hereby represents and warrants that the Mortgage Loan is a commercial loan and an extension of credit for commercial and business purposes, as such terms are used the Uniform Commercial Code of the State of Texas, as may be amended.

13. Governing Law; Consent to Jurisdiction and Venue.

This Security Instrument shall be governed by the laws of the Property Jurisdiction without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Grantor agrees that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies that arise under or in relation to any security for the Indebtedness. Grantor irrevocably consents to service, jurisdiction and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

14. Miscellaneous Provisions.

(a) This Security Instrument shall bind, and the rights granted by this Security Instrument shall benefit, the successors and assigns of Lender. This Security Instrument shall bind, and the obligations granted by this Security Instrument shall inure to, any permitted successors and assigns of Grantor under the Loan Agreement. If more than one (1) person or

entity signs this Security Instrument as Grantor, the obligations of such persons and entities shall be joint and several. The relationship between Lender and Grantor shall be solely that of creditor and debtor, respectively, and nothing contained in this Security Instrument shall create any other relationship between Lender and Grantor. No creditor of any party to this Security Instrument and no other person shall be a third party beneficiary of this Security Instrument or any other Loan Document.

(b) The invalidity or unenforceability of any provision of this Security Instrument or any other Loan Document shall not affect the validity or enforceability of any other provision of this Security Instrument or of any other Loan Document, all of which shall remain in full force and effect. This Security Instrument contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Security Instrument. This Security Instrument may not be amended or modified except by written agreement signed by the parties hereto.

(c) The following rules of construction shall apply to this Security Instrument:

(1) The captions and headings of the sections of this Security Instrument are for convenience only and shall be disregarded in construing this Security Instrument.

(2) Any reference in this Security Instrument to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Security Instrument or to a Section or Article of this Security Instrument.

(3) Any reference in this Security Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(4) Use of the singular in this Security Instrument includes the plural and use of the plural includes the singular.

(5) As used in this Security Instrument, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only, and not a limitation.

(6) Whenever Grantor's knowledge is implicated in this Security Instrument or the phrase "to Grantor's knowledge" or a similar phrase is used in this Security Instrument, Grantor's knowledge or such phrase(s) shall be interpreted to mean to the best of Grantor's knowledge after reasonable and diligent inquiry and investigation.

(7) Unless otherwise provided in this Security Instrument, if Lender's approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination,

selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.

(8) All references in this Security Instrument to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(9) "Lender may" shall mean at Lender's discretion, but shall not be an obligation.

15. Time is of the Essence.

Grantor agrees that, with respect to each and every obligation and covenant contained in this Security Instrument and the other Loan Documents, time is of the essence.

16. WAIVER OF TRIAL BY JURY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF GRANTOR AND LENDER (BY ITS ACCEPTANCE HEREOF) (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS SECURITY INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS GRANTOR AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH OF GRANTOR AND LENDER, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

ATTACHED EXHIBITS. The following Exhibits are attached to this Security Instrument and incorporated fully herein by reference:

- Exhibit A Description of the Land (required)
- Exhibit B Modifications to Security Instrument

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has signed and delivered this Security Instrument under seal (where applicable) or has caused this Security Instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides, Grantor intends that this Security Instrument shall be deemed to be signed and delivered as a sealed instrument.

GRANTOR:

By: [Signature] (SEAL)
Name: Gary Morris
Address:

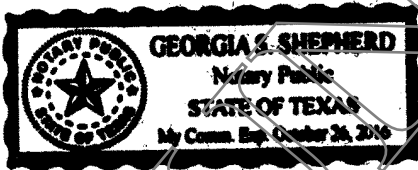
2905 Prouine Rd
Mckinney, Tx 75020

LENDER:

Secured Party Name: Next Management LLC
Secured Party Address: 8311 S. Jentilly Ln
Tempe, AZ 85284

TRUSTEE NOTICE ADDRESS:

8311 S. Jentilly Ln.
Tempe, AZ 85284



State of Texas
County of Collin

This instrument was acknowledged before me on

September 2, 2016

by Gary Ronald Morris

Georgia S. Shepherd 10/26/16
Notary Public Commission Expires

05007 02946

EXHIBIT "A"

SITUATED in Collin County, Texas and being Lot 22 Block C of KENSINGTON CREEK AT ELDORADO ADDITION, an addition to the City of McKinney according to the recorded plat of said addition, which plat is recorded in Volume J, page 445 of the Collin County Land Records

UNOFFICIAL

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 (COUNTY OF COLLIN) (THE STATE OF TEXAS) I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

SEP 20 2001

Helen Starnes



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/02/2016 03:47:07 PM
\$106.00 DFOSTER
20160902001177900

Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Sep 20 2001
At 3:47pm

Doc/Num : 2001- 0118946

Recording/Type: D1 13.00
Receipt #: 31084



Stacey Kemp

CAUSE NO. 470-54928-2016

IN THE MATTER OF
THE MARRIAGE OF

CARRIE ANN MORRIS

AND

GARY RONALD MORRIS

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

470th JUDICIAL DISTRICT

COLLIN COUNTY, TEXAS

FINAL DECREE OF DIVORCE

On December 30, 2016 the Court heard this case.

1. Appearances.

Petitioner, CARRIE ANN MORRIS, appeared in person and through attorney of record, William A. Pigg, and announced ready for trial.

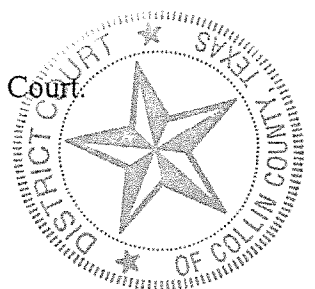
Respondent, GARY RONALD MORRIS, waived issuance and service of citation by waiver duly filed herein and did not appear.

2. Jurisdiction and Domicile.

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The Court finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of Collin County for ninety days preceding the filing of the Petition. All persons entitled to citation were properly cited.

3. Jury.

A jury was waived and all questions of fact and of law were submitted to the Court.



4. Divorce.

IT IS ORDERED AND DECREED that CARRIE ANN MORRIS, Petitioner, and GARY RONALD MORRIS, Respondent, are divorced and that the marriage between them is dissolved.

5. Children of the Marriage

The Court finds that there are no children of the marriage of Petitioner and Respondent now under eighteen years of age or otherwise entitled to support and that none is expected.

6. Division of Marital Estate.

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party.

Property to Husband

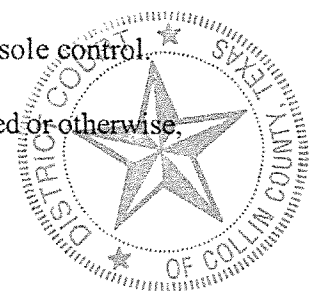
IT IS ORDERED AND DECREED that the husband, GARY RONALD MORRIS, is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

H-1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control.

H-2. All clothing, jewelry, and other personal effects in the possession of the husband or subject to his sole control.

H-3. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.

H-4. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise,



together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the husband's past, present, or future employment.

H-5. A one-half interest in and to Biotrack Diagnostics, Inc. and all affiliated companies.

H-6 A one-half interest in and to OEX, Inc. and all affiliated companies.

H-7 Together with the title, insurance and keys, One (1) 2008 Mercedes Benz 550SL, VIN # WDBSK71F78F136969 now in his possession, subject to any debt against the same.

Property to Wife

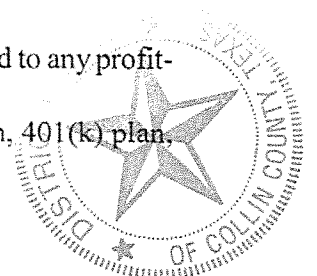
IT IS ORDERED AND DECREED that the wife, CARRIE ANN MORRIS, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

W-1. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the wife or subject to her sole control.

W-2. All clothing, jewelry, and other personal effects in the possession of the wife or subject to her sole control.

W-3. All sums of cash in the possession of the wife or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the wife's sole name or from which the wife has the sole right to withdraw funds or which are subject to the wife's sole control.

W-4. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan,



employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the wife's past, present, or future employment.

W-5. A one-half interest in and to Biotrack Diagnostics, Inc. and all affiliated companies.

W-6 A one-half interest in and to OEX, Inc. and all affiliated companies.

W-7 All right, title and interest in and to the real property bearing the municipal address 2901 Provine Road, McKinney, Texas 75070.

W-8 All right, title and interest in and to the real property bearing the municipal address 2905 Provine Road, McKinney, Texas 75070.

W-9 Together with the title, insurance and keys, One (1) 2007 Mercedes Benz S550, VIN # WDDNG71X27A074262 now in his possession, subject to any debt against the same.

Division of Debt

Debts to Husband

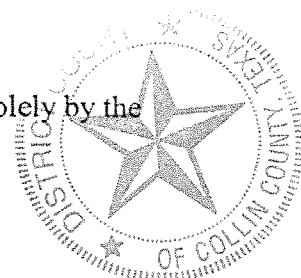
IT IS ORDERED AND DECREED that the husband, GARY RONALD MORRIS, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the wife and her property harmless from any failure to so discharge, these items:

H-1. Any and all debts, charges, liabilities, and other obligations incurred solely by the husband from and after September 8, 2016 unless express provision is made in this decree to the contrary.

Debts to Wife

IT IS ORDERED AND DECREED that the wife, CARRIE ANN MORRIS, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the husband and his property harmless from any failure to so discharge, these items:

W-1. Any and all debts, charges, liabilities, and other obligations incurred solely by the



wife from and after September 8, 2016 unless express provision is made in this decree to the contrary.

Obligations Not Listed.

IT IS ORDERED AND DECREED that any obligation not described in this DECREE OF DIVORCE shall be the sole responsibility of the party who has incurred or may hereafter incur it, and each party shall pay it as the same shall become due and shall indemnify and hold the other party and his or her property harmless from any and all such obligations.

IT IS THE FURTHER ORDER OF THE COURT that a party awarded an asset that is encumbered shall be solely responsible for the debt pertinent to that asset, unless specific provision is made to the contrary by the terms of this decree.

Alimony

IT IS ORDERED AND DECREED that GARY RONALD MORRIS shall pay alimony to CARRIE ANN MORRIS in a monthly amount of Ten Thousand Dollars, payable on the first business day of each month, commencing January 2, 2017 and terminating December 31, 2027.

Notice.

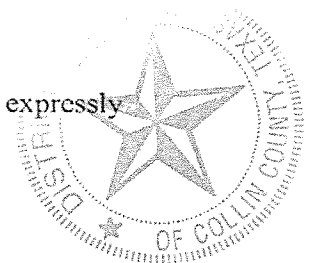
IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

7. Court Costs.

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

8. Relief Not Granted.

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly



granted is denied. This is a final appealable judgment disposing of all claims and all parties.

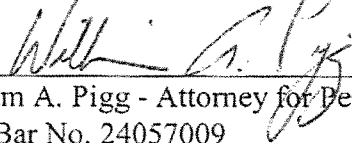
9. Date of Judgment.

SIGNED on December 30, 2016.



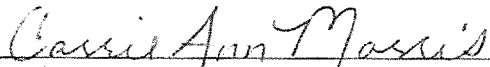
JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

By: 

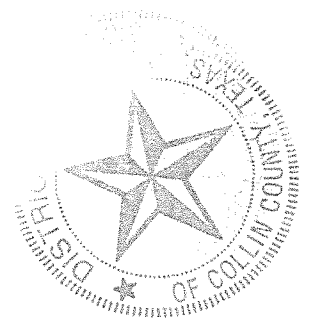
William A. Pigg - Attorney for Petitioner
State Bar No. 24057009

APPROVED AND CONSENTED TO
AS TO BOTH FORM AND SUBSTANCE:

By: 

Carrie Ann Morris, Petitioner

STATE OF TEXAS
COUNTY OF COLLIN
I, _____, County Clerk of said County, do hereby certify that the above and foregoing instrument is a true and correct copy of the original document as the same appears on the files in this County Clerk's Office. Witness my hand and seal of said County on this _____ day of _____, 2016.
COUNTY CLERK
COLLIN COUNTY, TEXAS



20170210000185400 02/10/2017 09:18:35 AM D1 1/3

Quitclaim

Date: January 16, 2017

Grantor: Gary Ronald Morris, a single person

Grantor's Mailing Address:

Gary Ronald Morris
7908 Chickasaw Trail
McKinney, Texas 75070

Grantee: Carrie Ann Morris, a single person

Grantee's Mailing Address:

Carrie Ann Morris
2901 Provine Road
McKinney, Texas 75070

Consideration:

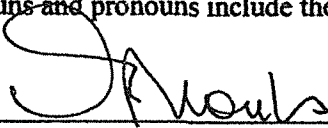
Love of, and affection for, Grantee.

Property (including any improvements):

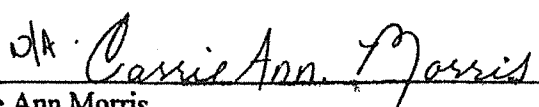
2901 Provine Road
McKinney, Texas 75070
Collin County, Texas
Lot 21, Block C
Kensington Creek at Eldorado

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have any claim or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.



Gary Ronald Morris



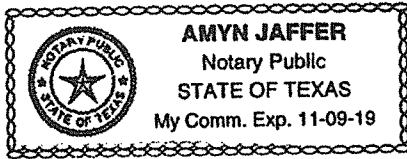
Carrie Ann Morris

EXHIBIT "H"

STATE OF TEXAS)

COUNTY OF COLLIN)

This instrument was acknowledged before me on January 17, 2017, by Gary Ronald Morris.



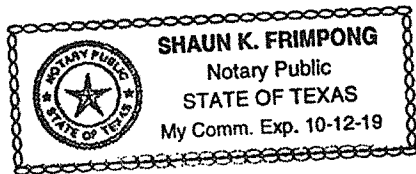
[Signature]

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF COLLIN)

This instrument was acknowledged before me on January 26, 2017, by Carrie Ann Morris.



[Signature]

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

WILLIAM A PIGG PLLC
10455 N. Central Expressway
Suite 109
DALLAS, TX 75231
Tel: (214) 551-9391
Fax: (214) 602-8832

AFTER RECORDING RETURN TO:

WILLIAM A PIGG PLLC
10455 N. Central Expressway
Suite 109
DALLAS, TX 75231
Tel: (214) 551-9391
Fax: (214) 602-8832

STAMPED: SHAWN K. FRIMPONG, 2017

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/10/2017 09:18:35 AM
\$34.00 DFOSTER
20170210000105400



Stacey Kemp



Quitclaim

Date: January 16, 2017

Grantor: Gary Ronald Morris, a single person

Grantor's Mailing Address:

Gary Ronald Morris
7908 Chickasaw Trail
McKinney, Texas 75070

Grantee: Carrie Ann Morris, a single person

Grantee's Mailing Address:

Carrie Ann Morris
2901 Provine Road
McKinney, Texas 75070

Consideration:

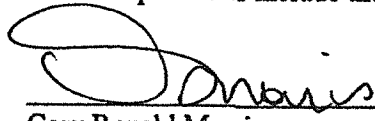
Love of, and affection for, Grantee.

Property (including any improvements):

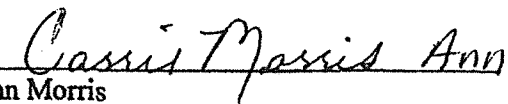
2905 Provine Road
McKinney, Texas 75070
Collin County, Texas
Lot 22, Block C
Kensington Creek at Eldorado

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have any claim or demand any right or title to the Property or any part of it.

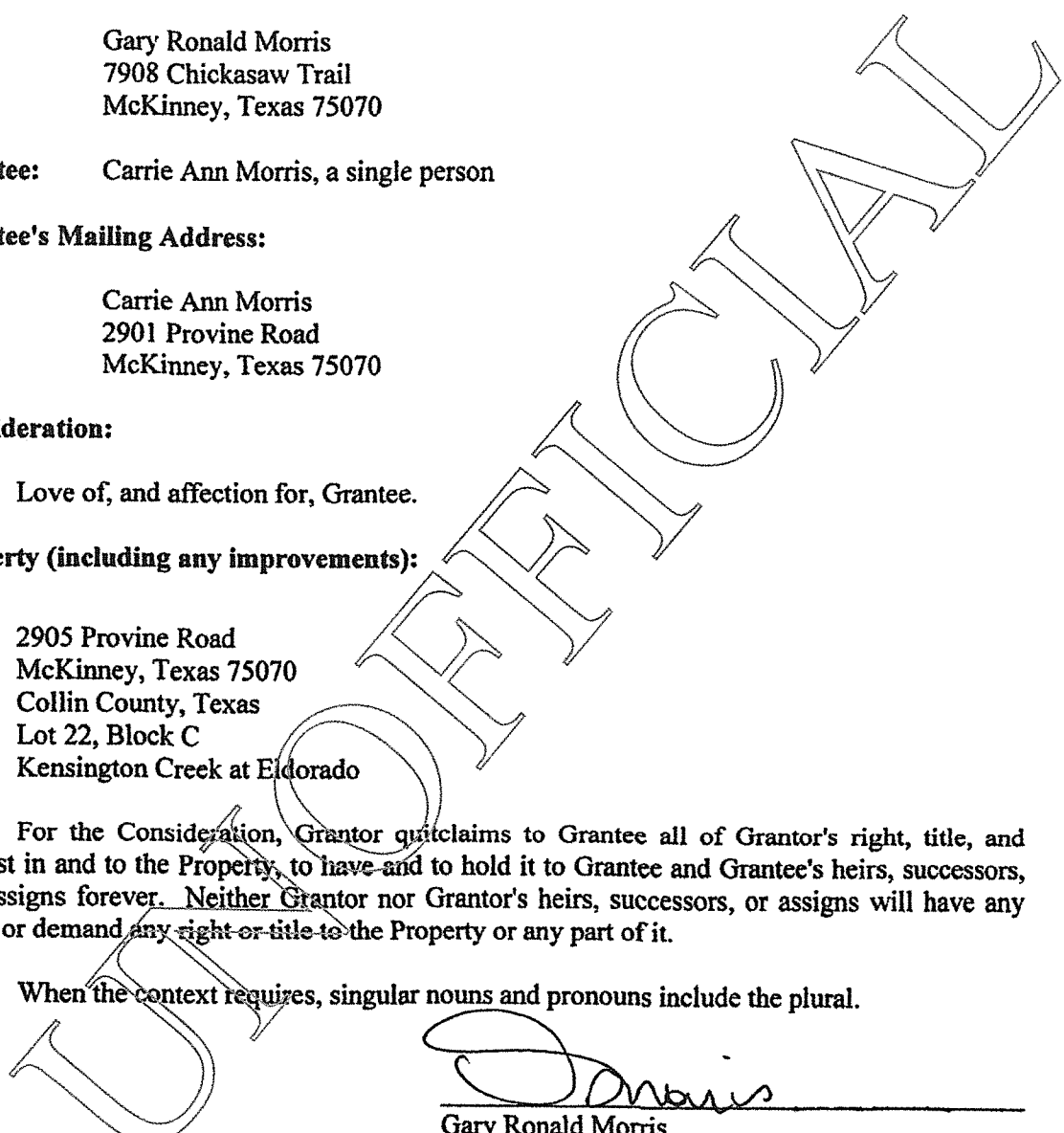
When the context requires, singular nouns and pronouns include the plural.



Gary Ronald Morris

N/A


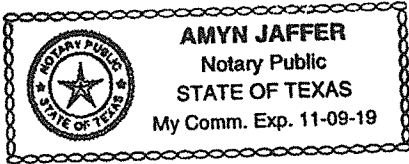
Carrie Ann Morris



STATE OF TEXAS)

COUNTY OF COLLIN)

This instrument was acknowledged before me on January 17th 2017, by Gary Ronald Morris.



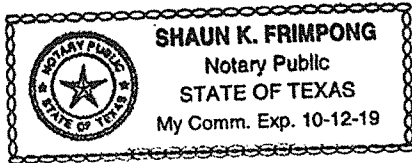
[Signature]

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF COLLIN)

This instrument was acknowledged before me on January 26th 2017, by Carrie Ann Morris.



[Signature]

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

WILLIAM A PIGG PLLC
10455 N. Central Expressway
Suite 109
DALLAS, TX 75231
Tel: (214) 551-9391
Fax: (214) 602-8832

AFTER RECORDING RETURN TO:

WILLIAM A PIGG PLLC
10455 N. Central Expressway
Suite 109
DALLAS, TX 75231
Tel: (214) 551-9391
Fax: (214) 602-8832

DUPLICATE

UNOFFICIAL

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/10/2017 09:18:34 AM
\$34.00 DFOSTER
20170210000185390



Stacey Kemp

Label Matrix for local noticing 0540-4 Case 17-41879 Eastern District of Texas Sherman Thu May 17 10:21:21 CDT 2018	American Express Customer Service PO Box 981535 El Paso, TX 79998-1535	American Express Centurion Bank c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701
Attorney General of Texas Bankruptcy Reporting Contact OAG/CSD/Mail Code 38 P.O. Box 12017 Austin, TX 78711-2017	Attorney General of Texas Taxation Division - Bankruptcy Box 12548 Capitol Station Austin, TX 78711-2548	BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMI 4425 Ponce DeLeon Blvd. 5th Floor Coral Gables, FL 33146-1837
Bayview PO Box 650091 Dallas, TX 75265-0091	C/O Power Default Services, Inc. Northpark Town Center 1000 Abernathy Rd., NE Bldg 400, Ste. 200 Atlanta, GA 30328-5614	COLLIN COUNTY TAX ASSESSOR/COLLECTOR C/O GAY MCCALL ISAACKS ET AL 777 E 15TH ST PLANO TX 75074-5799
Gary J. Campbell Gary J. Campbell & Associates, P.C. 320 North Travis, Suite 207 P.O. Box 758 Sherman, TX 75091-0758	Capital One Bank (USA), N.A. PO Box 71083 Charlotte, NC 28272-1083	Capital One Visa PO Box 60599 City of Industry, CA 91716-0599
Capital One, N.A. c/o Becket and Lee LLP PO Box 3001 Malvern PA 19355-0701	Chase PO Box 15298 Wilmington, DE 19850-5298	Craig Ranch OBGYN PO Box 14099 Belfast, ME 04915-4034
David & Karen Phieler c/o James M. Beggs 140 E. Irving Blvd. Irving, TX 75060-3034	Robert T. DeMarco DeMarco-Mitchell, PLLC 1255 West 15th St., 805 Plano, TX 75075-7225	DeMarco Mitchell, PLLC 1255 West 15th., 805 Plano, TX 75075-7225
DeMarco Mitchell, PLLC 1255 West 15th St., 805 Plano, TX 75075-7225	Fidelity Investments 82 Devonshire Street Boston, MA 02109-3614	Fidelity Investments 82 Devonshire Street Boston, MA 02109-3614
Gary Morris 7908 Chickasaw Trail McKinney, TX 75070-7027	Internal Revenue Service Centralized Insolvency Operations PO Box 7346 Philadelphia, PA 19101-7346	Thomas Frederick Jones III Codilis & Stawiarski 650 North Sam Houston Pkwy East Suite 450 Houston, TX 77060-5908
Kohl's PO Box 3043 Milwaukee, WI 53201-3043	LabCorp. PO Box 2240 Burlington, NC 272162240	Harriet L. Langston Codilis & Stawiarski, P.C. Harriet Langston, P.C. 400 N. Sam Houston Pkwy. E Suite 900A Houston, TX 77060-3548
Carrie Ann Morris 2905 Provine Road McKinney, TX 75070-9206	David H. Neal 8311 S. Jentilly Lane Tempe, AZ 85284-2474	Neal Management, LLC 8311 S. Jentilly Lane Tempe, AZ 85284-2474

Timothy W. O'Neal
Office of the U.S. Trustee
110 N. College Ave.
Suite 300
Tyler, TX 75702-7231

Ocwen Loan Servicing LLC
ATTN: BANKRUPTCY DEPARTMENT
P O BOX 24605
West Palm Beach, FL 33416-4605

Ocwen Loan Servicing, LLC
c/o Power Default Services, Inc.
Northpark Town Ctr., 1000 Abernathy Rd, NE
Bldg 4, Ste. 200
Atlanta, GA 30328

Ocwen Loan Servicing, LLC
PO Box 24738
West Palm Beach, FL 33416-4738

Ocwen Loan Servicing, LLC as Servicer for Ne
PO Box 24738
West Palm Beach, FL 33416-4738

Prosper Funding LLC
221 Main St., Suite 300
San Francisco, CA 94105-1909

Prosper Marketplace Inc.
C/O Weinstein & Riley, P.S.
2001 Western Ave, Ste 400
Seattle, WA 98121-3132

SEC
100 F Street, NE
Washington, DC 20549-2001

Sears
PO Box 6106
Sioux Falls, SD 57117-6106

Sears
PO Box 6106
Sioux Falls, SD 57117-6106

Texas Comptroller of Public Accounts
Office of the Attorney General
Bankruptcy Collections Div.
P.O. Box 12548, MC-008
Austin, TX 78711-2548

Texas Family Medicine
8380 Warren Pky., Ste. 100
Frisco, TX 75034-4199

Texas Workforce Commission
TEC Building Tax Dept.
101 E. 15th Street
Austin, TX 78778-0001

U.S. Attorney General
Department of Justice
Main Justice Building
10th & Constitution Ave., NW
Washington, DC 20530-0001

US Trustee
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110 N. College Ave.
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Tyler, TX 75702-7231

United States Attorney
110 North College Ave., Ste. 700
Tyler, TX 75702-0204

United States Trustee
110 North College Ave., Ste. 300
Tyler, TX 75702-7231

John M. Vardeman
UST Office
110 N. College St., Suite 300
Tyler, TX 75702-7231

Villages of Eldorado II Owners Assoc.
8360 E. Via DE Ventura
Bldg. L, Ste. 100
Scottsdale, AZ 85258-3172

Michael Weems
Hughes Watters Askanase
333 Clay, 29th Floor
Houston, TX 77002-2571

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d) American Express
Customer Service
PO Box 981535
El Paso, TX 79998-1535

(d) Bayview
PO Box 650091
Dallas, TX 75265-0091

(u) Bayview Loan Servicing, LLC

(d) Capital One Visa
PO Box 60599
City of Industry, CA 91716-0599

(d) Chase
PO Box 15298
Wilmington, DE 19850-5298

(d) David & Karen Phieler
C/O James M Beggs
140 E Irving Blvd
Irving, TX 75060-3034

(d)Internal Revenue Service - Centralized Insolvency Operations PO Box 7346 Philadelphia, PA 19101-7346
(u)Michael Cronin
(d)Prosper Funding LLC 221 main St., Ste. 300 San Francisco, CA 94105-1909

(d)Villages of Eldorado II Owners Assoc. 8360 E Via DE Ventura Bldg. L, Ste. 100 Scottsdale, AZ 85258-3172
(u)William White
End of Label Matrix
Mailable recipients 49
Bypassed recipients 14
Total 63