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7 **UNITED STATES BANKRUPTCY COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**

9 **In re:**

10 **CHAPTER 11 CASES**
11 **Case No. 2:15-bk-29156-NB**

12 **CHAPTER 11 DEBTORS' MOTION FOR ORDER:**

13 **(1) AUTHORIZING SALE OF REAL PROPERTY,**
14 **PURSUANT TO 11 U.S.C.§§ 363(b)**
15 **RE: 91818 Jordan Ave, Lubbock, Tx 79423**

16 **(2) APPROVING OVERBID PROCEDURES;**

17 **LAURA CRISTINA BARRAGAN**

18 **(3) DEEMING BUYER TO BE GOOD FAITH PURCHASER**
19 **PURSUANT TO 11 U.S.C.§ 363(m);**

20 **(4) AUTHORIZING DISBURSEMENT OF SALE**
21 **PROCEEDS TO PAY, SECURED CLAIMS, COSTS OF**
22 **SALE, ADMINISTRATIVE FEES, PROPERTY TAXES, AND**
23 **BROKER'S COMMISSION;**

24 **(5) AUTHORIZING ASSUMPTION AND ASSIGNMENT**
25 **OF THE LEASES WITH TENANTS**

26 **(6) WAIVING THE 14-DAY STAY IMPOSED BY FEDERAL**
27 **RULES OF BANKRUPTCY PROCEDURE 6004 AND 6006.**

28 **MEMORANDUM OF POINTS AND AUTHORITIES;**

DECLARATION OF ONYINYE N. ANYAMA, LAURA
CRISTINA BARRAGAN IN SUPPORT THEREOF

Hearing:

Date: May 23, 2017

Time: 1:00 p.m

Place: 255 E. Temple Street, Crtrm 1545
Los Angeles, CA 90012,

Debtor-in-Possession

1 **TO THE HONORABLE NEIL BASON, UNITED STATES BANKRUPTCY JUDGE; THE**
2 **OFFICE OF THE UNITED STATES TRUSTEE; SECURED CREDITORS, TWENTY**
3 **LARGEST UNSECURED CREDITORS; AND ALL OTHER PARTIES IN INTEREST AND**
4 **BY AND THROUGH THEIR LEGAL COUNSEL OF RECORD:**

5 Laura Cristina Barragan, (the "Debtor") hereby files this Motion for Order:

6 Authorizing Sale of Real Property Re:

- 7 • 91818 Jordan Ave, Lubbock, Tx 79423

8 Pursuant to 11 U.S.C. §§ 363(B) And (F);

- 9 1. Approving Overbid Procedures;
- 10 2. Deeming Buyer to be Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m);
- 11 3. Authorizing Disbursement of Sale Proceeds to Pay Secured Claims, Costs of Sale,
- 12 Administrative fees, Property Taxes, and Broker's Commission;
- 13 4. Authorizing the Assumption and Assignment of Leases with Tenants; and
- 14 5. Waiving the 14-day Stay Imposed by Federal Rules of Bankruptcy Procedure 6004 and
- 15 6006 (the "Motion").
- 16

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18 In support of the Motion, the Debtors submit the following memorandum of points and

19 authorities, the attached declarations of Onyinye N. Anyama, Laura Cristina Barragan (the "Barragan

20 Declaration"), and respectfully represent as follows:

21

22 **MEMORANDUM OF POINTS AND AUTHORITIES**

23 **I. INTRODUCTION**

24 By the Motion, the Debtor requests authority to sell the real property located at: **91818 Jordan**

25 **Ave, Lubbock, Tx 79423**, (hereinafter referred to as the "**Texas Property**"). This is a Multi-

26 Unit/Duplex Property. This Multi-Unit/Duplex Property belongs to Laura Cristina Barragan. The

27 current value of the property is approximately \$175,000.00.

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1 A sale will generate a sizeable return for the Estate. The agreement to purchase the Property was
2 negotiated with the proposed Buyer at arm's length, and the proposed purchase price represents a
3 higher than the fair market value of the Property.

4 Furthermore, the Debtor proposes to maximize the return to the Estate by soliciting overbids. The
5 sale of the Property free and clear of liens is appropriate because the Property is subject to two liens,
6 with Propel Funding LLC, and Select Portfolio Servicing. These liens will be satisfied in full from the
7 sale proceeds. Accordingly, the debtor believes that the proposed sale of the property is in the best
8 interest of the estate and requests that the Court grant the motion.
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11 **II. RELEVANT FACTUAL BACKGROUND**

12 **A. The Subject Property**

13 The Debtor Laura Cristina Barragan filed a voluntary, petition under Chapter 11 of the
14 Bankruptcy Code on December 21, 2015 (the "Petition Date").
15

16 **Business Operations of Debtor.**

17 The Debtor, Laura Cristina Barragan is an individual debtor. Ms. Barragan is employed by Alta
18 Resources. The major assets of the debtor are the real properties located at:

- 19 • 11349 Archway Drive, Whittier, Ca 90604
- 20 • 9818 Jordan Avenue, Lubbock, Tx 79423
- 21

22 The Debtor believes forced liquidation of the real estate property assets would offer the
23 potential of only minimal recovery to creditors. The partial liquidation of the property would result in
24 the payment of the debt secured by the lien on certain of this property.

25 The debtor believes partial liquidation of the asset, (the Texas Property) will go a long way in
26 deleveraging her debts and thus be able to propose a feasible Chapter 11 Plan. This will also result in
27 a prompt payment in full to the creditor, Propel Funding, LLC, and Select Portfolio Servicing.
28

1 **B. Encumbrances against the Property**

2 The Debtor's real property located at 9818 Jordan Ave, Lubbock Tx is encumbered by a deed
3 of trust in favor of Select Portfolio Servicing in the amount of \$125,600.00, A copy of the Select
4 Portfolio Servicing Loan Documents is attached as Exhibit "1".
5

6 The Debtor's real property located at 9818 Jordan Ave, Lubbock Tx is encumbered by four liens
7 in favor of Propel Financial Services, LLC in the total amount of \$31,839.23, A copy of the Propel
8 Financial Services Payoff Statements are attached as Exhibit "2".
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10 **C. The Proposed Sale**

11 The Debtor entered into a listing agreement with real estate listing agent Tony Lloyd of Tony
12 Lloyd Team to market the Property and to negotiate a sale. Debtor has filed an application to employ
13 *Tony Lloyd* of Tony Lloyd Team as professional of the Estate.
14

15 The Debtor received an offer from McCorkle Enterprises, L.L.C (the "Buyer ") to purchase the
16 Property for a total price of \$175,000. The Debtor and the Buyer have negotiated and entered into an
17 agreement (the "Agreement") to sell the Texas Property (the "Proposed Sale"). The Agreement is
18 attached as **Exhibit "3"**.
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21 1. **Sale of the Property.** At the closing of the Proposed Sale, the Debtor will sell the Property to
22 the Buyers "As Is". The Proposed Sale of the Property shall be "as is" and "with all faults," and
23 without warranties or representations, except for those warranties and representations explicitly stated
24 in the Agreement, including that the Properties shall be transferred free and clear of all liens or
25 interests. The effectiveness of the Agreement is contingent on the entry of an order of the Bankruptcy
26 Court approving the Motion.
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2. **Consideration.** The total consideration given for the **Texas Property** shall be \$175,000.00 to be paid in the following manner:

- a. The Buyer will provide a cash portion of sales price payable at closing in the amount of \$35,000.00 on the date of execution of the Agreement; and
- b. The Buyer will tender the remaining balance of the Purchase Price \$ 140,000.00 on or before the date of the close of escrow.

3. **Overbid.** The Proposed Sale is subject to over-bidding by other purchaser. Up to and until the entry of an order of the Bankruptcy Court approving the Motion, the Debtor may, in his sole and absolute discretion, solicit, consider, and accept competing offers to purchase the Property.

D. Lease with Tenants

Pre-petition, the debtor leased the property to tenants, the buyer desires for the debtor to assign the lease with the tenants in conjunction with the proposed sale.

The following is a list of tenants and the type of tenancy, the rental agreements are attached hereto as Exhibit 4.

Re: 9818 Jordan Avenue, Lubbock, TX 79423

K. Peters and L.Mendez	Month to Month Rental Agreement \$900.00 monthly. Agreement Commenced 4/30/2015.
Z.Smith and K. Rodriguez	Month to Month Rental Agreement \$875.00 monthly. Agreement Commenced 1/10/2014.

III. THE PROPOSED SALE IS IN THE BEST INTERESTS OF THE ESTATE.

Pursuant to 11 U.S.C. § 363(b), a Debtor may, with court approval, sell property of the estate outside the ordinary course of business. A proposed sale of estate property will be approved if it is in the best interests of the estate, based on the facts and history of the case. In re *America West Airlines*, 166 B.R. 908, 912 (Bankr. D. Ariz. 1994), citing In re *Lionel Corp.*, 722 F.2d 1063, 1071 (2nd Cir. 1983). A court has broad discretion to authorize a sale under 11 U.S.C. § 363(b). See In re *Walter*, 83 B.R.

1 14, 19 (B.A.P. 9th Cir. 1988); see also *In re WPRV-TV*, 983 F.2d 336, 340 (1st Cir. 1993); *New Haven*
2 *Radio, Inc. v. Meister (In re Martin-Trigona)*, 760 F.2d 1334, 1346 (2nd Cir. 1985); *Lionel*, 722 F.2d
3 *at 1069; Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390-91 (6th Cir. 1986).

4
5 Generally, courts will find that a proposed sale is in the best interest of the estate where the
6 Debtors have a valid "business justification" for the proposed sale. See e.g., *Stephens Indus., Inc.*, 789
7 *F.2d at 390; In re Baldwin United Corp.*, 43 B.R. 888, 905 (Bankr. S.D.Ohio 1984). A bankruptcy
8 court's power to authorize a sale under § 363(b) is reviewed for abuse of discretion. See *In re Walter*,
9 *83 B.R. 14, 19 (B.A.P. 9th Cir. 1988)*. The Proposed Sale is supported by a valid business
10 justification. The Property is currently a financial burden to the Estate. With the current shrink in the
11 real estate market, the subject property is burdensome to the estate. To pay monthly operating
12 expenses, the Debtor will be forced to use unencumbered cash.

13
14 The Proposed Sale of the *Texas Property* includes a purchase price of \$175,000.00. This
15 purchase price represents a higher value than the fair market value for the Property. (See Barragan's
16 Declaration) Moreover, the Debtor's broker has actively marketed and continues to actively market
17 the Property and believes that the Buyer's offer is the best offer received to date (See Lloyd's
18 Declaration). Select Portfolio Servicing secured claim has an approximate value of \$124,107.16,
19 Propel Financial Services secured claims have an approximate value of \$31,839.23 costs of sale such
20 as Re Brokers commission of \$10,500, administrative fees and any other costs the Court may deem
21 necessary. Based on these figures, the Debtors believe that the Proposed Sale will generate
22 approximately \$8,553.61 for the benefit of the Estate. For these reasons, the Proposed Sale has a
23 valid business justification and should be approved.

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2 **IV. THE OVERBID PROCEDURES**

3 Pursuant to the Agreement, up to and until the entry of an order of the Bankruptcy Court approving
4 the Motion, the Debtor may solicit competing offers to purchase the Property. (See **Exhibit 3** Listing
5 Agreement)
6

7 1. For a competing bid to be considered by the Debtor, the following minimum qualifications
8 must be met:

9 (a) The terms and conditions of the offer must be set forth in writing and be at least as favorable
10 to the Debtor as those set forth in the Agreement attached as **Exhibit 3**;

11 (b) The initial bid must be at least \$10,000 over the purchase price provided in the Agreement.

12 Thereafter, bids may be offered in increments of \$5,000;

13 (c) The offeror must be a party financially qualified, in the Debtor's sole and absolute discretion,
14 to close the sale on a timely basis;

15 (d) The offer must not contain any contingencies to closing the sale, including, but not limited to,
16 financing, inspection, or repair contingencies.
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19 At the hearing on the Motion, and upon conclusion of the bidding process, the Debtor shall, in her
20 sole and absolute discretion, determine which of the bids the best bid is, and such bid shall be deemed
21 the "Successful Bid." The bidder who is accepted by the Debtor as the successful bidder (the
22 "Successful Bidder") must pay all amounts reflected in the Successful Bid in cash at the closing of the
23 sale. At the hearing on the Motion, and upon conclusion of the bidding process, the Debtor may also
24 acknowledge a back-up bidder ("Back-Up Bidder") which shall be the bidder with the next-best bid.
25 Should the Successful Bidder fail to close escrow on the sale of the Property, the Debtor may sell the
26 Property to the Back-Up Bidder without further order of the Court.
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2 **V. THE COURT HAS THE AUTHORITY TO APPROVE THE OVERBID**
3 **PROCEDURES.**

4 Section 363(b) (1) of the Bankruptcy Code provides that a Debtor "after notice and hearing,
5 may use, sell or lease, other than in the ordinary course of business, property of the estate."
6 Furthermore, under 11 U.S.C. § 105(a), "[t]he court may issue any order, process, or judgment that is
7 necessary or appropriate to carry out the provisions of this title." Pursuant to §363(b) (1) and 105(a),
8 the Court may authorize the implementation of the overbid procedures. See *In re Crown*
9 *Corporation*, 679 F.2d 774 (9th Cir. 1982).
10

11 Bankruptcy courts have routinely exercised the discretion to approve reasonable sale
12 procedures, including overbid procedures, break-up fees, and other mechanisms to promote bidding
13 and to ensure that the sale is effectuated according to principles of good faith and fair dealing. See,
14 e.g., *In re graded Resources, Inc.*, 135 B.R. 746, 750-51 (Bankr. S.D.N.Y. 1992); *In re Mama's*
15 *Original Food Inc.*, 234 B.R. 500, 505 (C.D. Cal.1999).
16

17 Here, the proposed overbid procedures not only ensure that the Property will generate the
18 greatest possible value to the Estate, they also place appropriate controls on the quality of the bids
19 received by the Debtor, and will allow Debtor to make an informed business decision as to which bid
20 to accept. For these reasons, the Court may approve the overbid procedures.
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24 **VI. THE PROPOSED SALE SHOULD BE APPROVED FREE AND CLEAR OF LIENS,**
CLAIMS, AND INTERESTS.

25 The Debtor is seeking authority to sell the Property free and clear of all liens and
26 encumbrances pursuant to 11 U.S.C. § 363(f). Section 363(f) provides:
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1 The Debtor may sell property under subsection (b) or (c) of this section free and clear of any
2 interest in such property of an entity other than the estate, only if-

- 3 1. Applicable non-bankruptcy law permits sale of such property free and clear of such
4 interest;
- 5 2. Such entity consents;
- 6 3. such interest is a lien and the price at which such property is to be sold is greater
7 than the aggregate value of all liens on such property;
- 8 4. Such interest is in bona fide dispute; or
- 9 5. Such entity could be compelled, in a legal or equitable proceeding, to accept a
10 money satisfaction of such interest.
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13 11 U.S.C. § 363(f). Because subsections (1) through (5) of Bankruptcy Code § 363(f) are written in
14 the disjunctive, authority to sell the property free and clear of any and all liens, claims, and interests
15 should be granted if any of the conditions are met with respect to each interest holder.

16 The Texas Property may be sold free and clear of Select Portfolio and Propel's liens. The
17 Purchase Price is \$175,000.00 while the value of Select Portfolio Servicing's lien is approximately
18 \$124,107.16, and Propel's lien is approximately \$31,839.23

19
20 As reflected by the Title Report, the lien of Select Portfolio Servicing, and Propel's are the
21 only recorded liens. (See **Exhibit 1-2.**) The Debtor is not aware of any unrecorded liens or
22 encumbrances against the Property. In the event that any unrecorded liens or encumbrances exist,
23 they are avoidable by the Debtor, and therefore, are subject to a bona fide dispute. For this reason, the
24 Property may be sold free and clear of all liens, claims, or interests pursuant to § 363(f) (4).
25

26 **VII. THE BUYER SHOULD BE DEEMED TO BE A GOOD FAITH PURCHASER.**

27 11 U.S.C. § 363(m) provides:
28

1 The reversal or modification on appeal of an authorization under subsection (b) or (c) of this
2 section of a sale or lease of property does not affect the validity of a sale or lease under Such
3 authorization to an entity that purchased or leased such property in good faith, whether or not
4 such entity knew of the pendency of the appeal, unless such authorization and such sale or
5 lease was stayed pending appeal.

6 A good faith buyer "is one who buys 'in good faith' and 'for value.'" *Ewell v. Diebert (In re*
7 *Ewe/Q, 958 F.2d 276, 281 (9th Cir. 1992)* (citing *In re Abbotts Dairies of Pennsylvania, Inc., 788*
8 *F.2d 143, 147 (3d Cir. 1986)*). "[L]ack of good faith is [typically] shown by 'fraud, collusion between
9 the purchaser and other bidders or the Debtors, or an attempt to take grossly unfair advantage of other
10 bidders.'" (quoting *Community Thrift & Loan v. Suchy (In re Suchy), 786 F.2d 900, 902 (9th Cir.*
11 *1985)*).

12 Here, the Buyer is buying in good faith and has offered to pay fair market value for the
13 Property. The anticipated sale of the Property has been negotiated at "arm's length" between the
14 Debtor and the Buyer. The Buyer is neither insider nor affiliates of the Debtor. For these reasons, the
15 Court may properly determine the Buyer to be "good-faith purchaser" within the meaning of 11
16 U.S.C. § 363(m).

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18 **VIII. THE COURT SHOULD AUTHORIZE THE DEBTOR TO DISBURSE THE SALE**
19 **PROCEEDS FROM ESCROW.**

20 A. The Debtor should be authorized to pay the Secured Claim of Select Portfolio Services, and
21 Propel Financial Services costs of Sale, administrative fees and Property Taxes. Once the Proposed
22 Sale is closed, the sale proceeds should be applied to satisfy the secured claim of Select Portfolio
23 Services, and Propel Financial Services and to pay costs of sale, administrative fees and property
24 taxes. The Debtor seeks authorization to disburse the sale proceeds to make these payments without
25 further order of the Court.

26 B. Payment of the Broker's Commission, Subject to Order of the Court Approving Employment
27 of the Broker, should be authorized.
28

1 Real estate brokers are "professionals" as that term is used in 11 U.S.C. § 327, and as such
2 their employment must be approved by the court. In re Cummins, 15 B.R. 893,895 (B.A.P. 9th Cir.
3 1981). The Debtor has entered into a listing agreement with Tony Lloyd Team to market and sell the
4 Property, and has filed an application for order authorizing the employment of Tony Lloyd of Tony
5 Lloyd Team as a professional of the Estate.

7 Debtor requests that, subject to the entry of a Court order authorizing Tony Lloyd of Tony
8 Lloyd Team, and authorize Escrow to pay a broker's commission of 6% to Tony Lloyd of Tony Lloyd
9 Team upon completion of the Proposed Sale.

10 The commission is reasonable. In the Debtor's opinion, broker's commissions are typically 6% of the
11 purchase price. In the instant case, the commission is 6%.

13 Tony Lloyd of Tony Lloyd Team has performed a very valuable service for the Estate by
14 marketing the Property and locating the Buyer to purchase the Property. As previously discussed, the
15 sale is fair and reasonable and is in the best interests of the Estate. Therefore, the 6% commission is
16 reasonable and, subject to entry of an order of the Court authorizing the employment of Tony Lloyd
17 from Tony Lloyd Team as a Real Estate Broker, should be approved by the Court.

19 D. Administrative fees/expenses: Administrative expenses are claims for costs or expenses of
20 administering the Debtors' Chapter 11 case which are allowed under Code Section 507(a)(1).
21 The debtor has incurred administrative expenses in connection with his bankruptcy
22 proceedings. The debtor has agreed that such expenses be paid from the sale proceeds. The
23 Court must rule on all administrative claims. The amount of the administrative fees will be
24 determined at a later date (debtor's attorney will be filing an application for compensation) but
25 debtor estimates administrative expenses in the amount of \$20,000.00. Debtor requests that
26 some of these expenses be paid from the sale proceeds.
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IX. THE WAIVER OF THE STAY IS APPROPRIATE

Under Rules 6004(h) and 6006(d), an order authorizing the sale of property, or an order authorizing the assumption of an executory contract or unexpired lease is stayed for a period of time after the entry of the order, unless the court orders otherwise. *Fed. R. Bankr. P. 6004(h) & 6006(d)*. The Advisory Committee Notes to both Rules state that the court may, in its discretion, order that the stay is inapplicable so that the sale or assumption may take place immediately upon entry of the order. *Fed. R. Bankr. P. 6004(g) & 6006(d) Advisory Committee's Note*.

Here, the waiver of the stay imposed by Rules 6004(h) and 6006(d) is appropriate.

Time is of the essence on the Agreement, and a waiver of the stay is a condition of the Proposed Sale. The Court's order granting this Motion must become a final order before the Proposed Sale can close. Accordingly, the Debtor requests that the Court waive the stay imposed by Rules 6004(h) and 6006(d).

X. CONCLUSION

The Court may approve the Motion. The Property is burdensome to the Estate. While the Debtor has considered the possibility of retaining and operating the Property, the Debtor has determined instead that it is in the best interests of the Estate to sell the Property. In addition, the Debtor's proposed overbid procedures will ensure that the sale of the Property results in the maximum possible return to the Estate.

1 Because the lien against the Property will be satisfied in full, the sale may be approved free
2 and clear of all liens, claims, and interest. The Debtor believes that the purchase price to be paid by
3 the Buyer, with whom the Debtor has dealt at arm's length, is at or near the fair market value of the
4 Property, and the Buyer may be deemed to be good-faith purchaser. The Court may authorize the
5 Debtors to disburse the sale proceeds directly from escrow to pay the secured claim of Select
6 Portfolio Services, and Propel Financial Services, the costs of sale, administrative fees including
7 attorney fees, any outstanding property taxes, and the broker's commission. Finally, assumption and
8 assignment of the Tenants Leases is also supported by a valid business justification and should be
9 authorized.
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11
12 Based on the foregoing, the Debtor requests that the Court grant the Motion and enter an
13 order: Approving the-Proposed Sale free and clear of liens, claims, and interests; Approving the
14 overbid procedures, and permitting the Debtor to acknowledge a Back-Up Bidder and to sell the
15 Property to the Back-Up Bidder without further order of the Court; Deeming the Buyer to be good-
16 faith purchaser;

17
18 Authorizing the Debtor to disburse the sale proceeds from escrow to pay the secured claim of
19 Select Portfolio Services, and Propel Financial Services, various costs of sale, administrative fees
20 including attorney fees and any outstanding property taxes; and Authorizing the Debtor, upon entry of
21 an order of the Court approving the employment of Tony Lloyd from Tony Lloyd Team as the Real
22 Estate Broker, to pay the broker's commission; and Waiving the Stay Imposed by Rules 6004(h) and
23 6006(d); and providing for such other and further relief as the Court may deem just and proper.
24

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26 Dated: April 28, 2017

27 /s/Onyinye N. Anyama
28 Onyinye N. Anyama
Attorney for Debtor and Debtor in Possession
Laura Cristina Barragan

DECLARATION OF ONYINYE N. ANYAMA

I, Onyinye N. Anyama, declare as follows:

1. I am an attorney at law, qualified to practice in all courts of the States of California, and before the United States District Court for the Central District of California. I am the principle attorney of Anyama Law Firm; 18000 Studebaker Road, Suite 325, Cerritos, Ca 90703. I am the debtor and debtor-in-possession's counsel in the above referenced chapter 11 case.
2. I have personal knowledge of the matters set forth in this declaration, except where stated upon information and belief, and as to such statements, I believe them to be true. Unless the context indicates otherwise, capitalized terms herein shall have the meaning as defined in the Application
3. I submit this declaration in support of the Debtor's Motion for Order (1) authorizing sale of the real properties pursuant to 11 U.S. C. §363(b) re: 9818 Jordan Ave, Lubbock Tx 79423 (2) Approving Overbid Procedures; (3) Deeming Buyer to be a Good Faith Purchaser Pursuant to 11 U.S.C. 363(m); (4) Authorizing Disbursement of Sale Proceeds to Pay secured claims, Costs of Sale, Administrative fees, Property Taxes and Broker's Commission; (5) Waiving the 14-Day Stay Imposed by Federal Rules of Bankruptcy Procedure 6004 and 6006.
4. Retention of Counsel: Starting on or about December 16, 2015, this Firm agreed to a pre-petition retainer of \$8,103 which was paid on December 16, 2015. This payment was to cover the amount of the Firm's pre-petition billings through December 21, 2015 and for services rendered prior to and in contemplation of debtor's Chapter 11 Bankruptcy Case. This retainer was exhausted. Debtor filed an application with the Court to employ this firm

1 as her General Counsel on December 29, 2015. This application was granted and the order
2 was entered on January 21, 2015 (Doc. No. 40).

3 5. Sale Contingencies: The Debtor entered into a listing agreement with real estate listing
4 agent Tony Lloyd from Tony Lloyd Team to market the Property and to negotiate a sale.
5 Debtor has filed an application to employ *Tony Lloyd* of Tony Lloyd Team as professional
6 of the Estate. The Debtor received an offer from McCorkle Enterprises, L.L.C (the "Buyer
7 ") to purchase the Properties for a total price of \$175,000.00 for the Texas Property. The
8 Debtor and the Buyers have negotiated and entered into an agreement (the "Agreement")
9 to sell the Property (the "Proposed Sale") The Proposed Sale of the Property shall be "as
10 is" and "with all faults," and without warranties or representations, except for those
11 warranties and representations explicitly stated in the Agreement, including that the
12 Property shall be transferred free and clear of all liens or interests.

13 6. Administrative Debts: Assuming the sale is approved and the Debtor's Chapter 11
14 Bankruptcy is confirmed, Debtor will incur administrative debts in relation to the
15 bankruptcy case and the sale of the property. Debtor estimates that he will incur
16 professional fees and expenses in the estimated amount of \$20,000.00, plus fees payable
17 to the United States Trustee. Debtor, by this motion seeks authorization to make these
18 payments from the sale proceeds without further order of Court.

19 7. Proceeds of Sale: The proposed purchase price ("the purchase price") under the Purchase
20 Agreement is \$175,000 for the Texas Property to be paid in cash at the closing. The
21 Debtor and the Buyer have negotiated and entered into an agreement (the "Agreement") to
22 sell the Property (the "Proposed Sale").
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8. Disposition of Proceeds: To the best of declarant’s knowledge, assuming the Sale is approved and consummated, the likely distribution of proceeds will be as follows: the Secured Claims of Select Portfolio Services, and Propel Financial Services will be paid in full; costs of Sale including broker’s commission in the six (6) % per each property sale, administrative fees and Property Taxes. The Debtor seeks authorization to disburse the sale proceeds to make these payments without further order of the Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Declaration was executed on April 28th, 2017 at Los Angeles, CA 90012.

Onyinye N. Anyama

/s/Onyinye N. Anyama

DECLARATION OF LAURA CRISTINA BARRAGAN

I, Laura Cristina Barragan, declare as follows:

1. I am the Debtor in the instant bankruptcy case (the "Debtor"). I make this declaration in support of the Motion to Sell Real Property Pursuant to 11 U.S.C. § 363(f) (the "Motion"). I know each of the facts of my own personal knowledge, except as otherwise stated, and, if called as a witness, I could and would competently testify with respect thereto.
2. I filed the instant case on or about December 21, 2015. On my behalf, my real estate broker negotiated the Agreement with the Buyer. A copy of the Agreement, with all amendments thereto, is attached as **Exhibit "3."** The Agreement provides for a purchase price of \$175,000.00 which, after Select Portfolio Services, and Propel Financial Services' secured claim is satisfied and costs of sale are paid, will result in a substantial return to the Estate.
3. I am the owner of the real property. The Property does not generate net revenue for the Estate. To pay operating expenses, such as utilities and security services, the Estate has been forced to use unencumbered cash. The Property is therefore a burden to the Estate.
5. I am informed and believe that the Agreement was negotiated at arm's length. To my knowledge, the Buyers are not insiders of the Debtor, and neither I nor my brokers have engaged in fraud or collusion in negotiating the Proposed Sale.
6. I am informed that I will incur approximately \$20,000 in administrative fees in connection with my bankruptcy proceedings and I have agreed to that amount.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 26th Day of April 2017, at Los Angeles, California.

/s/Laura Cristina Barragan
Laura Cristina Barragan
Debtor-in-possession

EXHIBIT "1"

This space for Recorder's use

ASSIGNMENT OF DEED OF TRUST

<p>DocID# [REDACTED]</p> <p>Property Address: 9818 Jordan Ave Lubbock, TX 79423-5164</p> <p>TX0-ADT [REDACTED] 5/30/2012</p>	<p>Recording Requested By: Bank of America</p> <p>Prepared By: Bank of America 800-444-4302 1800 Tapo Canyon Road Simi Valley, CA 93063</p>	<p>When recorded mail to: CoreLogic 450 E. Boundary St. Attn: Release Dept. Chapin, SC 29036 - 9911</p>
MIN #: [REDACTED]		MERS Phone #: 888-679-6377

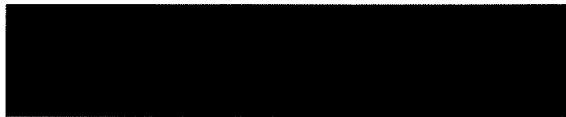
For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST2007 -OA4 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OA4 whose address is 101 BARCLAY ST - 4W, NEW YORK, NY 10286 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: GLOBAL EQUITY LENDING, INC.
Borrower(s): LAURA BARRAGAN, A SINGLE WOMAN
Original Trustee: ELDON L. YOUNGBLOOD, ESQ.
Date of Deed of Trust: 1/23/2007
Original Loan Amount: \$125,600.00

Recorded in Lubbock County, T X on: 2/6/2007, book N/A, page N/A and instrument number 2007004698
IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on
JUN 04 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: [Signature]
Srbui Muradyan Assistant Secretary




State of California
County of Ventura

On JUN 04 2012 before me, Tina Mazahri, Notary Public, personally appeared Srbui Muradyan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public: Tina Mazahri (Seal)
My Commission Expires: OCT 22 2014



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS
Kelly Pinion
Kelly Pinion, County Clerk
Lubbock County TEXAS

June 18, 2012 09:45:36 AM 2012023656
FEE: \$20.00



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder
Mary Ann Lesh - Chief Deputy
Jamie Butz - Deputy

Instrument Number - 200717207
Recorded On 5/2/2007 At 1:26:54 PM

Book - 2304 Starting Page - 994
* Total Pages - 23

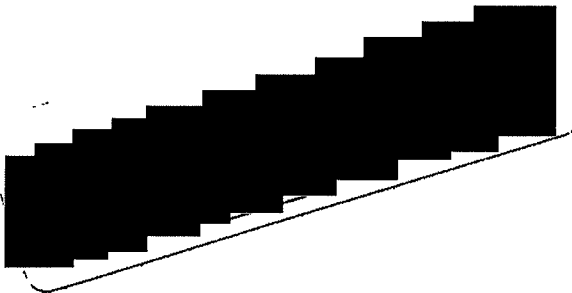
- * Instrument Type - MORTGAGE
- Invoice Number - 475302
- * Mortgagor - MATAMOROS, RAMON
- * Mortgagee - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
- User - BLH
- * Customer - MEYMAX TITLE AGENCY OF OHIO LLC

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES	\$49.00
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$77.50

RETURN DOCUMENT TO:
MEYMAX TITLE AGENCY OF OHIO LLC
32 W HOSTER ST STE 220
COLUMBUS, OH 43215

TAX ID #
[REDACTED]
Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



CW

SCANNED



DT 2007004698
28 PGS

After Recording Return to:
Lenders First Choice
Recording Department
3803 Parkwood Blvd ste 100
Frisco, TX 75034
866-775-3377

Prepared by:
MCCLINCHEY STAFFORD AND YOUNGBLOOD & BENDALIN, LLP
RON BENDALIN
2711 NORTH HASKELL AVENUE, SUITE 2700 LB 25
DALLAS, TX 75204
(214)257-1700

[Space Above This Line For Recording Data]

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

DEED OF TRUST

MIN:

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated **JANUARY 23, 2007** together with all Riders to this document.
- (B) "Borrower" is **LAURA BARRAGAN, A SINGLE WOMAN**

Borrower is the grantor under this Security Instrument.

- (C) "Lender" is **GLOBAL EQUITY LENDING, INC.**

Lender is a **CORPORATION**
laws of **GEORGIA**
3955 JOHNS CREEK COURT
SUWANEE, GA 30024

organized and existing under the laws of **GEORGIA**. Lender's address is

Lender includes any holder of the Note who is entitled to receive payments under the Note.

Loan Number:

Initials:

TEXAS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3044 1/01
C30061



(D) "Trustee" is
ELDON L. YOUNGBLOOD, ESQ.

Trustee's address is
2711 NORTH HASKELL AVENUE, SUITE 2700 LB 25, DALLAS, TX 75204

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

(F) "Note" means the promissory note signed by Borrower and dated JANUARY 23, 2007
The Note states that Borrower owes Lender

ONE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED AND 00/100
Dollars (U.S. \$ 125,600.00) plus interest. Borrower has promised to pay this debt in regular
Periodic Payments and to pay the debt in full not later than FEBRUARY 01, 2047

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

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

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

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

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

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

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

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

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

Loan Number: [REDACTED]

Initials: JB

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS.

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

LOT EIGHTY-FIVE (85), HIGH COUNTRY, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT, AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1636, PAGE 810, OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS.

Parcel Identification Number: [REDACTED]

which currently has the address of
9818 JORDAN AVENUE UNITS A/B
[Street]

LUBBOCK
[City]

, Texas 79423
[Zip Code]

("Property Address"):

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

Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the rights to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

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

Loan Number: [REDACTED]

Initials: *JMS*

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

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

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

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

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

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

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

Loan Number: [REDACTED]

Initials: JB

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the

Loan Number: _____
TEXAS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Initials:

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C30065

Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to

Loan Number: [REDACTED]

Initials: *JB*

TEXAS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender

with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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Initials 

TEXAS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3044 1/01
C3006A

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those

beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this

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Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the property at any sale.

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

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

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

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

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

liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

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

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

Purchase Money.

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

Owelty of Partition.

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

Renewal and Extension of Liens Against Homestead Property.

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

Acknowledgment of Cash Advanced Against Non-Homestead Property.

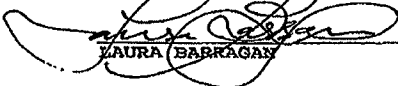
The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business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

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

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


LAURA BARRAGAN (Seal) -Borrower (Seal) -Borrower

(Seal) -Borrower (Seal) -Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS,
COUNTY OF _____

This instrument was acknowledged before me on _____, _____, (date) by
LAURA BARRAGAN

(name or names of person or persons acknowledging).

(Seal) _____
Signature of Officer

Printed Name of Officer

Title of Officer
My Commission Expires: _____

**RENEWAL AND EXTENSION EXHIBIT
TO BE ATTACHED TO THE DEED OF TRUST**

This Renewal and Extension Exhibit is incorporated into and shall amend and supplement the Security Instrument of even date herewith. The Note is in renewal and extension, but not in extinguishment, of the indebtedness, whether one or more, described as follows:

VENDOR'S LIEN RETAINED IN DEED DATED FEBRUARY 22, 2006, FILED FOR RECORD FEBRUARY 28, 2006 AND RECORDED IN VOLUME 10391, PAGE 159, OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, EXECUTED BY GARY LEWIS TO LAURA BARRAGAN SECURING AMERICA'S WHOLESALE LENDER IN THE PAYMENT OF ONE CERTAIN PROMISSORY NOTE OF EVEN DATE THEREWITH IN THE ORIGINAL PRINCIPAL SUM OF \$122,400.00 DUE AND PAYABLE AND BEARING INTEREST AS THEREIN PROVIDED; SAID NOTE BEING ADDITIONALLY SECURED BY A DEED OF TRUST OF EVEN DATE THEREWITH TO TRUSTEE G TOMMY BASTIAN, TRUSTEE, FILED FOR RECORD FEBRUARY 28, 2006 AND RECORDED IN VOLUME 10391, PAGE 161, OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS.

Loan Number: XXXXXXXXXX
Renewal and Extension Exhibit - Texas

Initials: 

Lender is expressly subrogated to all rights, liens, equities and remedies securing the original holder(s) of the above debt(s) and the original lien(s) securing the same are renewed and extended to the date of maturity of the Note secured by the Security Instrument in renewal and extension of the indebtedness. Borrower acknowledges that the lien(s) securing the prior debt(s) is valid, that the lien(s) subsists against the Property, and that by this instrument it is renewed and extended in full force until the Note is paid, even though the original lien(s) is released and not assigned to Lender.

This renewal and extension is not a refinance of a debt any portion of which is an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution.

In addition to the refinance of principal and any interest, if Lender is advancing all or a portion of the costs necessary to refinance debt on the Property, Borrower acknowledges that these costs are reasonable and necessary costs to refinance such debt. Borrower has received no funds from this Loan but only the benefit of those sums advanced for the payment of 1) principal and any interest on loans being refinanced, 2) any reasonable and necessary closing costs, and 3) any refund to Borrower of closing costs escrowed in connection with the Loan advanced by Borrower. If any portion of the Loan secures a debt for work or material used in constructing improvements on the Property, Borrower understands that funds not used in such construction, if any, must first be used to reduce the unpaid principal of the Loan or, at Lender's option, the Note must be modified to evidence the actual funds advanced.

Loan Number: [REDACTED]
Renewal and Extension Exhibit - Texas

Initials: 

1-4 FAMILY RIDER
(Assignment of Rents)

MIN: [REDACTED]

THIS 1-4 FAMILY RIDER is made this 23rd day of JANUARY, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GLOBAL EQUITY LENDING, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

9818 JORDAN AVENUE UNITS A/B, LUBBOCK, TX 79423

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

Loan Number: [REDACTED]

Initials: *AB*

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3170 1/01

Page 1 of 4

CS1701

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Loan Number: [REDACTED]

Initials: *JB*

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

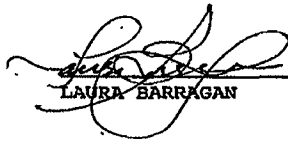
Loan Number: [REDACTED]

Initials: 

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Page 3 of 4

Form 3170 1/01
C31703

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



LAURA BARRAGAN

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Loan Number: XXXXXXXXXX

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Page 4 of 4

Form 3170 1/01
C31704

ADJUSTABLE RATE RIDER
(MTA - Twelve Month Average Index - Payment Caps)

MIN: [REDACTED]

THIS ADJUSTABLE RATE RIDER is made this 23rd day of JANUARY, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to

GLOBAL EQUITY LENDING, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

9818 JORDAN AVENUE UNITS A/B
LUBBOCK, TX 79423

[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.7500%. The interest rate I will pay may change.


The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the 1st day of MARCH, 2007, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date". The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

Loan Number: [REDACTED]
Pay Option MTA ARM Rider

Page 1 of 5

Initials: 
FE-531e(0511)
ICW651

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding Three Point Five Seven Five percentage point(s) 3.5750 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.9500 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the 1st day of each month beginning on MARCH, 2007. I will make these payments every month until I have paid all the Principal and Interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on FEBRUARY 01, 2047, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at

3955 JOHNS CREEK COURT
SUWANEE, GA 30024

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 431.72 unless adjusted under Section 3(F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of MARCH, 2008, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date". My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment". Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500 % of my prior monthly payment. This 7.500 % limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment". Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed a Maximum Limit equal to One Hundred Fifteen percent (115.0000%) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.500 % Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the 5th Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

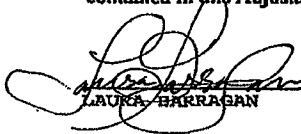
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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



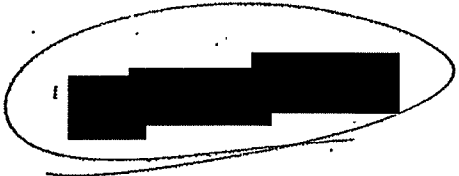
LAURA BARRAGAN

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



ADJUSTABLE RATE NOTE
(MTA - Twelve Month Average Index - Payment Caps)

MIN: [REDACTED]

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE LIMIT STATED IN THIS NOTE.

JANUARY 23, 2007
[Date]

SANTA ANA
[City]

CALIFORNIA
[State]

9818 JORDAN AVENUE UNITS A/B
LUBBOCK, TX 79423
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 125,600.00 (this amount is called "Principal"), plus interest, to the order of Lender. The Principal amount may increase as provided under the terms of this Note but will never exceed (11.5.0000 %) of the Principal amount I originally borrowed. This is called the "Maximum Limit." Lender is GLOBAL EQUITY LENDING, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.7500 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the 1st day of MARCH, 2007, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date". The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

Loan Number: [REDACTED]
Pay Option ARM Note - MTA Index

Initials: *SCB*
FE-5312(0511)
ICW641

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding Three Point 575/1000 percentage point(s) (3.5750 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.9500 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the 1st day of each month beginning on MARCH, 2007

I will make these payments every month until I have paid all the Principal and Interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If on, FEBRUARY 01, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at
3955 JOHNS CREEK COURT
SUWANEE, GA 30024

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 431.72 unless adjusted under Section 3(F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of MARCH, 2008, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date". My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount the Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal installments at the interest rate effective during the month

Loan Number: XXXXXXXXXX
PayOption ARM Note - MTA Index

Initials: *JP*
FE-5312(0511)
ICW642

preceding the Payment Change Date. The result of this calculation is called the "Full Payment". Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500 % of my prior monthly payment. This 7.500 % limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to One Hundred Fifteen percent (115.0000 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.500 % Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the 5th Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments. My partial Prepayment may reduce the amount of my monthly payments after the first Payment Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000% of my overdue payment of Principal and Interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. The date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are described as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

PLEASE SEE ATTACHED PREPAYMENT PENALTY ADDENDUM TO NOTE

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



TAIRA BARENJIAN

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

**PREPAYMENT ADDENDUM TO NOTE
(MULTISTATE)**

JANUARY 23, 2007
(Date)

SANTA ANA
(City)

CALIFORNIA
(State)

**8818 JORDAN AVENUE UNITS A/B
LUBBOCK, TX 79423**

[Property Address]

This Prepayment Addendum to Note amends and supplements the Note entered into between GLOBAL EQUITY LENDING, INC.

("Lender") and the undersigned on the date set forth above.

The Section of the Note entitled "BORROWER'S RIGHT TO PREPAY" or "BORROWER'S PAYMENTS BEFORE THEY ARE DUE" is deleted in its entirety. The following is substituted in its place:

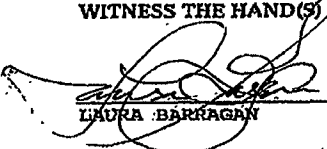
"BORROWER'S RIGHT TO PREPAY"

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my prepayment to the accrued and unpaid interest on the prepayment amount, before applying my prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If within thirty-six (36) months after the date of this Note I make a full prepayment or partial prepayment(s), I will at the same time pay to the Note Holder a prepayment fee equal to six (6) month's advance interest on the amount of the prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the prepayment, exceeds twenty percent (20%) of the original principal amount of this Note. In no event will such a charge be made if it violates applicable law."

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



LAURA BARRAGAN

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

ALLONGE

ASSIGNMENT OF NOTE

Seller Loan #: [REDACTED]
Borrower(s): LAURA BARRAGAN
Property Address: 9818 JORDAN AVENUE UNITS A/B
LUBBOCK, TX 79423
Date of Note: 01/23/2007
Loan Amount: 125,600.00

PAY TO THE ORDER OF BAYROCK MORTGAGE CORPORATION
WITHOUT RECOURSE:

GLOBAL EQUITY LENDING, INC.

By: 

Name

Position

Greg Hunter

Closing Manager

ALLONGE

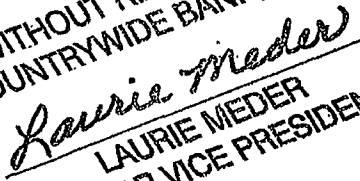
ASSIGNMENT OF NOTE

Seller Loan #: XXXXXXXXXX
Borrower(s): LAURA BARRAGAN
Property Address: 9818 JORDAN AVENUE UNITS A/B
LUBBOCK, TX 79423
Date of Note: 01/23/2007
Loan Amount: 125,600.00

Pay to the order of, without recourse: COUNTRYWIDE BANK, N.A.

BayRock Mortgage Corporation,
a Georgia Corporation

By: 
Eric McClendon - VP Bulk Sales/Post Closing

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE BANK, N.A.

LAURIE MEDER
SENIOR VICE PRESIDENT

~Control Start~
Destination Start
TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604
Destination End
~Control End~

Property Address 9818 Jordan Ave Unit



November 17, 2015

TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604

RE: Loan Number [REDACTED]
Property Address 9818 Jordan Ave Unit
Lubbock TX 79423

Dear Customer(s)

CHANGES TO YOUR MORTGAGE INTEREST RATE ON 01-01-16.

Your Adjustable-Rate Mortgage (ARM) is scheduled for an interest rate adjustment on January 01, 2016, however your monthly payment amount is not scheduled to change at this time.

!	!	Current Rate	!	New Rate	!
!	Interest Rate	3.87500%	!	3.87500%	!

INTEREST RATE: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is 0.25583% and your margin is 3.57500%. Your index is 1 YEAR TREASURY CONSTANT MATURITY AVERAGE RATE and is published MONTHLY BY THE FEDERAL RESERVE BOARD.

RATE LIMIT(S): Your rate cannot go higher than 9.95000% over the life of the loan.

NEW INTEREST RATE AND MONTHLY PAYMENT: The table above shows your new interest rate. Your required monthly payment, including interest and applicable taxes and insurance, is not adjusting at this time and will remain at \$ 560.79. Your payment is scheduled to change on March 01, 2016.

WARNING ABOUT INCREASE IN YOUR LOAN BALANCE: Your payment covers only part of the interest and no principal. Therefore, the unpaid interest will add to the balance of the loan. In order to fully pay off your loan by the end of the loan term at the new interest rate, you would have to pay \$ 569.73.

PREPAYMENT PENALTY: None

If you have any questions or concerns, please contact our Customer Service Department toll-free at 1-800-258-8602 for more information. Representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m. and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Esta carta contiene informaci-n importante concerniente a sus derechos
Por favor, h-gala traducir. Nuestros representantes bilingues est-n a
su disposici-n para contestar cualquier pregunta llamando al tel-fono
(800) 831-0118 y marque la opci-n 2.

This information is intended for informational purposes only
and is not considered an attempt to collect a debt.

████████████████████

~Control Start~
Destination Start
TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604
Destination End
~Control End~

Property Address 9818 Jordan Ave Unit



December 18, 2015

TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604

RE: Loan Number [REDACTED]
Property Address 9818 Jordan Ave Unit
Lubbock TX 79423

Dear Customer(s)

CHANGES TO YOUR MORTGAGE INTEREST RATE ON 02-01-16.

Your Adjustable-Rate Mortgage (ARM) is scheduled for an interest rate adjustment on February 01, 2016, however your monthly payment amount is not scheduled to change at this time.

Current Rate	New Rate
3.87500%	3.87500%

INTEREST RATE: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is 0.28500% and your margin is 3.57500%. Your index is 1 YEAR TREASURY CONSTANT MATURITY AVERAGE RATE and is published MONTHLY BY THE FEDERAL RESERVE BOARD.

RATE LIMIT(S): Your rate cannot go higher than 9.95000% over the life of the loan.

NEW INTEREST RATE AND MONTHLY PAYMENT: The table above shows your new interest rate. Your required monthly payment, including interest and applicable taxes and insurance, is not adjusting at this time and will remain at \$ 560.79. Your payment is scheduled to change on March 01, 2016.

WARNING ABOUT INCREASE IN YOUR LOAN BALANCE: Your payment covers only part of the interest and no principal. Therefore, the unpaid interest will add to the balance of the loan. In order to fully pay off your loan by the end of the loan term at the new interest rate, you would have to pay \$ 569.78.

PREPAYMENT PENALTY: None

If you have any questions or concerns, please contact our Customer Service Department toll-free at 1-800-258-8602 for more information. Representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m. and Saturday from 8 a.m. to 2 p.m., Eastern Time.

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(800) 831-0118 y marque la opci-n 2.

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██████████

~Control Start~
Destination Start
TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604
Destination End
~Control End~

Lubbock TX 79423



January 20, 2016

TO: Laura Barragan
 11349 Archway Dr
 Whittier, CA 90604

RE: Loan Number [REDACTED]
 Property Address 9818 Jordan Ave Unit
 Lubbock TX 79423

Dear Customer(s)

CHANGES TO YOUR MORTGAGE INTEREST RATE ON 02-01-16 AND PAYMENT ON 03-01-16.

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 1 month period during which your interest rate stayed the same. Your interest rate initially changed on March 01, 2007 and may change every 1 month(s) for the rest of your loan term. Your interest rate is scheduled to change again on March 01, 2016 with a corresponding payment change on March 01, 2017.

	Current Rate	New Rate
	and Monthly Payment	and Monthly Payment
Interest Rate	3.87500%	3.87500%
Principal	\$ 162.19	\$ 171.75
Interest	\$ 398.60	\$ 398.07
Escrow (Taxes & Insurance)	\$.00	\$.00
Total Monthly Payment	\$ 560.79	\$ 569.82
		Due 03-01-16

INTEREST RATE: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is 0.32167% and your margin is 3.57500%. Your index is the 1 YEAR TREASURY CONSTANT MATURITY AVERAGE RATE and is published MONTHLY BY THE FEDERAL RESERVE BOARD.

RATE LIMIT(S): Your rate cannot go higher than 9.95000% or less than 3.57500% over the life of the loan.

NEW INTEREST RATE AND MONTHLY PAYMENT: The table above shows your new interest rate and new monthly payment. Your new payment is based on the 1 YEAR TREASURY CONSTANT MATURITY AVERAGE RATE, your margin, rounding of .12500 %, your loan balance of \$ 123,274.59, and your remaining amortized loan term of 372 months.

PREPAYMENT PENALTY: None

If you have any questions or concerns, please contact our Customer Service Department toll-free at 1-800-258-8602 for more information. Representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m. and Saturday from 8 a.m. to 2 p.m., Eastern Time.

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~Control Start~
Destination Start
TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604
Destination End
~Control End~

Property Address 9818 Jordan Ave Unit



February 17, 2016

TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604

RE: Loan Number [REDACTED]
Property Address 9818 Jordan Ave Unit
Lubbock TX 79423

Dear Customer(s)

CHANGES TO YOUR MORTGAGE INTEREST RATE ON 04-01-16.

Your Adjustable-Rate Mortgage (ARM) is scheduled for an interest rate adjustment on April 01, 2016, however your monthly payment amount is not scheduled to change at this time.

	Current Rate	New Rate
Interest Rate	3.87500%	3.87500%

INTEREST RATE: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is 0.35000% and your margin is 3.57500%. Your index is 1 YEAR TREASURY CONSTANT MATURITY AVERAGE RATE and is published MONTHLY BY THE FEDERAL RESERVE BOARD.

RATE LIMIT(S): Your rate cannot go higher than 9.95000% over the life of the loan.

NEW INTEREST RATE AND MONTHLY PAYMENT: The table above shows your new interest rate. Your required monthly payment, including interest and applicable taxes and insurance, is not adjusting at this time and will remain at \$ 569.82. Your payment is scheduled to change on March 01, 2017.

WARNING ABOUT INCREASE IN YOUR LOAN BALANCE: Your payment covers only part of the interest and no principal. Therefore, the unpaid interest will add to the balance of the loan. In order to fully pay off your loan by the end of the loan term at the new interest rate, you would have to pay \$ 569.82.

PREPAYMENT PENALTY: None

If you have any questions or concerns, please contact our Customer Service Department toll-free at 1-800-258-8602 for more information. Representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m. and Saturday from 8 a.m. to 2 p.m., Eastern Time.

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[REDACTED]

~Control Start~
Destination Start
TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604
Destination End
~Control End~

Property Address 9818 Jordan Ave Unit



March 18, 2016

TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604

RE: Loan Number [REDACTED]
Property Address 9818 Jordan Ave Unit
Lubbock TX 79423

Dear Customer(s)

CHANGES TO YOUR MORTGAGE INTEREST RATE ON 05-01-16.

Your Adjustable-Rate Mortgage (ARM) is scheduled for an interest rate adjustment on May 01, 2016, however your monthly payment amount is not scheduled to change at this time.

	Current Rate	New Rate
Interest Rate	3.87500%	4.00000%

INTEREST RATE: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is 0.37583% and your margin is 3.57500%. Your index is 1 YEAR TREASURY CONSTANT MATURITY AVERAGE RATE and is published MONTHLY BY THE FEDERAL RESERVE BOARD.

RATE LIMIT(S): Your rate cannot go higher than 9.95000% over the life of the loan.

NEW INTEREST RATE AND MONTHLY PAYMENT: The table above shows your new interest rate. Your required monthly payment, including interest and applicable taxes and insurance, is not adjusting at this time and will remain at \$ 569.82. Your payment is scheduled to change on March 01, 2017.

WARNING ABOUT INCREASE IN YOUR LOAN BALANCE: Your payment covers only part of the interest and no principal. Therefore, the unpaid interest will add to the balance of the loan. In order to fully pay off your loan by the end of the loan term at the new interest rate, you would have to pay \$ 578.70.

PREPAYMENT PENALTY: None

If you have any questions or concerns, please contact our Customer Service Department toll-free at 1-800-258-8602 for more information. Representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m. and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Esta carta contiene informaci-n importante concerniente a sus derechos. Por favor, h-gala traducir. Nuestros representantes bilingues est-n a su disposici-n para contestar cualquier pregunta llamando al tel-fono (800) 831-0118 y marque la opci-n 2.

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██████████

~Control Start~
Destination Start
TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604
Destination End
~Control End~

Property Address 9818 Jordan Ave Unit



April 19, 2016

TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604

RE: Loan Number [REDACTED]
Property Address 9818 Jordan Ave Unit
Lubbock TX 79423

Dear Customer(s)

CHANGES TO YOUR MORTGAGE INTEREST RATE ON 06-01-16.

Your Adjustable-Rate Mortgage (ARM) is scheduled for an interest rate adjustment on June 01, 2016, however your monthly payment amount is not scheduled to change at this time.

	Current Rate	New Rate
Interest Rate	4.00000%	4.00000%

INTEREST RATE: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is 0.41000% and your margin is 3.57500%. Your index is 1 YEAR TREASURY CONSTANT MATURITY AVERAGE RATE and is published MONTHLY BY THE FEDERAL RESERVE BOARD.

RATE LIMIT(S): Your rate cannot go higher than 9.95000% over the life of the loan.

NEW INTEREST RATE AND MONTHLY PAYMENT: The table above shows your new interest rate. Your required monthly payment, including interest and applicable taxes and insurance, is not adjusting at this time and will remain at \$ 569.82. Your payment is scheduled to change on March 01, 2017.

WARNING ABOUT INCREASE IN YOUR LOAN BALANCE: Your payment covers only part of the interest and no principal. Therefore, the unpaid interest will add to the balance of the loan. In order to fully pay off your loan by the end of the loan term at the new interest rate, you would have to pay \$ 578.74.

PREPAYMENT PENALTY: None

If you have any questions or concerns, please contact our Customer Service Department toll-free at 1-800-258-8602 for more information. Representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m. and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Esta carta contiene informaci-n importante concerniente a sus derechos Por favor, h-gala traducir. Nuestros representantes bilingues est-n a su disposici-n para contestar cualquier pregunta llamando al tel-fono (800) 831-0118 y marque la opci-n 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

[REDACTED]

~Control Start~
Destination Start
TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604
Destination End
~Control End~

Property Address 9818 Jordan Ave Unit



May 18, 2016

TO: Laura Barragan
11349 Archway Dr
Whittier, CA 90604

RE: Loan Number [REDACTED]
Property Address 9818 Jordan Ave Unit
Lubbock TX 79423

Dear Customer(s)

CHANGES TO YOUR MORTGAGE INTEREST RATE ON 07-01-16.

Your Adjustable-Rate Mortgage (ARM) is scheduled for an interest rate adjustment on July 01, 2016, however your monthly payment amount is not scheduled to change at this time.

	Current Rate	New Rate
Interest Rate	4.00000%	4.00000%

INTEREST RATE: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under your loan agreement, your index rate is 0.43750% and your margin is 3.57500%. Your index is 1 YEAR TREASURY CONSTANT MATURITY AVERAGE RATE and is published MONTHLY BY THE FEDERAL RESERVE BOARD.

RATE LIMIT(S): Your rate cannot go higher than 9.95000% over the life of the loan.

NEW INTEREST RATE AND MONTHLY PAYMENT: The table above shows your new interest rate. Your required monthly payment, including interest and applicable taxes and insurance, is not adjusting at this time and will remain at \$ 569.82. Your payment is scheduled to change on March 01, 2017.

WARNING ABOUT INCREASE IN YOUR LOAN BALANCE: Your payment covers only part of the interest and no principal. Therefore, the unpaid interest will add to the balance of the loan. In order to fully pay off your loan by the end of the loan term at the new interest rate, you would have to pay \$ 578.79.

PREPAYMENT PENALTY: None

If you have any questions or concerns, please contact our Customer Service Department toll-free at 1-800-258-8602 for more information. Representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m. and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Esta carta contiene informaci-n importante concerniente a sus derechos Por favor, h-gala traducir. Nuestros representantes bilingues est-n a su disposici-n para contestar cualquier pregunta llamando al tel-fono (800) 831-0118 y marque la opci-n 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

████████████████████

EXHIBIT "2"

TRANSFERRED TAX LIEN PAYOFF STATEMENT

Date of payoff statement: **April 10, 2017**

TAX LIEN TRANSFEREE INFORMATION:

Transferee name: Propel Financial Services LLC	Transferee address: PO Box 100350 San Antonio, Texas 78201
Transferee telephone number: 866-206-9310	Transferee e-mail: Payoff@propelfs.com

OWNER/PROPERTY INFORMATION:

Property owner name: Laura Barragan	Address of property subject to transferred tax lien: 9818 Jordan Ave LUBBOCK, TX 79423
Transferred tax lien account number(s) with Propel: B120427995	

PAYOFF INFORMATION:

Total payoff amount: \$19,962.84	Balance date: April 24, 2017
ITEMIZATION OF TOTAL PAYOFF AMOUNT:	
The total payoff amount is the total amount due under the transferred tax lien, as of the balance date stated above.	
The total payoff amount includes:	
Unpaid principal balance	\$3,277.74
Interest as of balance date	\$228.65
Late fees	\$17.25
Unpaid Charges	\$16,329.20
Statement fee(s)	\$0.00
Prepayment Penalty	\$0.00
Release of Lien fee	\$110.00
Total payoff amount	\$19,962.84

This payoff statement is in the form specified by the Finance Commission of Texas in accordance with Texas Tax Code sec. 32.06(a-4)(4).

Next payment due date: May 15, 2017	Per diem interest after balance date: \$1.21
--	--

Certain additional charges may be added to the total due after the date of this statement.

Purpose of payoff statement issued :

- We are providing this payoff statement for the informational purposes under Texas Tax Code, §32.06(a-6). This information does not create a right to pay off the transferred tax lien.
- We are providing this payoff statement because of a statutory right to pay off the transferred tax lien under Texas Tax code §32.06(f), (f-1) or §32.065(b-1).
- We are providing this payoff statement for another purpose.

Transferee's representative's signature:



Printed name:

Melinda Leslie

Title and company:

Attorney Placement Specialist

Propel Financial Services LLC

PAYOFF STATEMENT NOT VALID UNLESS SIGNED BY AUTHORIZED REPRESENTATIVE

TRANSFERRED TAX LIEN PAYOFF STATEMENT

Date of payoff statement: **April 10, 2017**

TAX LIEN TRANSFEREE INFORMATION:

Transferee name: Propel Financial Services LLC	Transferee address: PO Box 100350 San Antonio, Texas 78201
Transferee telephone number: 866-206-9310	Transferee e-mail: Payoff@propelfs.com

OWNER/PROPERTY INFORMATION:

Property owner name: Laura Barragan	Address of property subject to transferred tax lien: 9818 Jordan Ave Lubbock, TX 79423
Transferred tax lien account number(s) with Propel: B130134325	

PAYOFF INFORMATION:

Total payoff amount: \$3,606.46	Balance date: April 24, 2017
ITEMIZATION OF TOTAL PAYOFF AMOUNT:	
The total payoff amount is the total amount due under the transferred tax lien, as of the balance date stated above.	
The total payoff amount includes:	
Unpaid principal balance	\$3,455.56
Interest as of balance date	\$40.90
Late fees	\$0.00
Unpaid Charges	\$0.00
Statement fee(s)	\$0.00
Prepayment Penalty	\$0.00
Release of Lien fee	\$110.00
Total payoff amount	\$3,606.46

This payoff statement is in the form specified by the Finance Commission of Texas in accordance with Texas Tax Code sec. 32.06(a-4)(4).

Next payment due date: May 15, 2017	Per diem interest after balance date: \$1.28
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Certain additional charges may be added to the total due after the date of this statement.

Purpose of payoff statement issued :

- We are providing this payoff statement for the informational purposes under Texas Tax Code, §32.06(a-6). This information does not create a right to pay off the transferred tax lien.
- We are providing this payoff statement because of a statutory right to pay off the transferred tax lien under Texas Tax code §32.06(f), (f-1) or §32.065(b-1).
- We are providing this payoff statement for another purpose.

Transferee's representative's signature:



Printed name:

Melinda Leslie

Title and company:

Attorney Placement Specialist

Propel Financial Services LLC

PAYOFF STATEMENT NOT VALID UNLESS SIGNED BY AUTHORIZED REPRESENTATIVE

TRANSFERRED TAX LIEN PAYOFF STATEMENT

Date of payoff statement: **April 10, 2017**

TAX LIEN TRANSFEREE INFORMATION:

Transferee name: Propel Financial Services LLC	Transferee address: PO Box 100350 San Antonio, Texas 78201
Transferee telephone number: 866-206-9310	Transferee e-mail: Payoff@propelfs.com

OWNER/PROPERTY INFORMATION:

Property owner name: Laura Barragan	Address of property subject to transferred tax lien: 9818 Jordan Ave Lubbock, TX 79423
Transferred tax lien account number(s) with Propel: B140450696	

PAYOFF INFORMATION:

Total payoff amount: \$3,990.80	Balance date: April 24, 2017
ITEMIZATION OF TOTAL PAYOFF AMOUNT:	
The total payoff amount is the total amount due under the transferred tax lien, as of the balance date stated above.	
The total payoff amount includes:	
Unpaid principal balance	\$3,835.41
Interest as of balance date	\$45.39
Late fees	\$0.00
Unpaid Charges	\$0.00
Statement fee(s)	\$0.00
Prepayment Penalty	\$0.00
Release of Lien fee	\$110.00
Total payoff amount	\$3,990.80

This payoff statement is in the form specified by the Finance Commission of Texas in accordance with Texas Tax Code sec. 32.06(a-4)(4).

Next payment due date: May 15, 2017	Per diem interest after balance date: \$1.42
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Certain additional charges may be added to the total due after the date of this statement.

Purpose of payoff statement issued :

- We are providing this payoff statement for the informational purposes under Texas Tax Code, §32.06(a-6). This information does not create a right to pay off the transferred tax lien.
- We are providing this payoff statement because of a statutory right to pay off the transferred tax lien under Texas Tax code §32.06(f), (f-1) or §32.065(b-1).
- We are providing this payoff statement for another purpose.

Transferee's representative's signature:



Printed name:

Melinda Leslie

Title and company:

Attorney Placement Specialist

Propel Financial Services LLC

PAYOFF STATEMENT NOT VALID UNLESS SIGNED BY AUTHORIZED REPRESENTATIVE

TRANSFERRED TAX LIEN PAYOFF STATEMENT

Date of payoff statement: **April 10, 2017**

TAX LIEN TRANSFEREE INFORMATION:

Transferee name: Propel Financial Services LLC	Transferee address: PO Box 100350 San Antonio, Texas 78201
Transferee telephone number: 866-206-9310	Transferee e-mail: Payoff@propelfs.com

OWNER/PROPERTY INFORMATION:

Property owner name: Laura Barragan	Address of property subject to transferred tax lien: 9818 Jordan Ave Lubbock, TX 79423
Transferred tax lien account number(s) with Propel: P150561683	

PAYOFF INFORMATION:

Total payoff amount: \$4,279.13	Balance date: April 24, 2017
ITEMIZATION OF TOTAL PAYOFF AMOUNT:	
The total payoff amount is the total amount due under the transferred tax lien, as of the balance date stated above.	
The total payoff amount includes:	
Unpaid principal balance	\$4,122.51
Interest as of balance date	\$46.62
Late fees	\$0.00
Unpaid Charges	\$0.00
Statement fee(s)	\$0.00
Prepayment Penalty	\$0.00
Release of Lien fee	\$110.00
Total payoff amount	\$4,279.13

This payoff statement is in the form specified by the Finance Commission of Texas in accordance with Texas Tax Code sec. 32.06(a-4)(4).

Next payment due date: May 15, 2017	Per diem interest after balance date: \$1.46
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Certain additional charges may be added to the total due after the date of this statement.

Purpose of payoff statement issued :

- We are providing this payoff statement for the informational purposes under Texas Tax Code, §32.06(a-6). This information does not create a right to pay off the transferred tax lien.
- We are providing this payoff statement because of a statutory right to pay off the transferred tax lien under Texas Tax code §32.06(f), (f-1) or §32.065(b-1).
- We are providing this payoff statement for another purpose.

Transferee's representative's signature:



Printed name:

Melinda Leslie

Title and company:

Attorney Placement Specialist

Propel Financial Services LLC

PAYOFF STATEMENT NOT VALID UNLESS SIGNED BY AUTHORIZED REPRESENTATIVE

EXHIBIT "3"



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

- 1. PARTIES: The parties to this contract are Laura Barragan (Seller) and McCorkle Enterprises, L.L.C. (Buyer).
2. PROPERTY: The land, improvements and accessories are collectively referred to as the "Property".
A. LAND: Lot 85 Block HIGH COUNTRY Addition, City of Lubbock County of Lubbock Texas, known as 9818 Jordan Ave 79423
B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property...
C. ACCESSORIES: The following described related accessories...
D. EXCLUSIONS: The following improvements and accessories will be retained by Seller...
3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing \$ 35,000.00
B. Sum of all financing described in the attached: [X] Third Party Financing Addendum, [] Loan Assumption Addendum, [] Seller Financing Addendum \$ 140,000.00
C. Sales Price (Sum of A and B) \$ 175,000.00
4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction...
5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$ 500.00 as earnest money with Stewart Title as escrow agent...
6. TITLE POLICY AND SURVEY:
A. TITLE POLICY: Seller shall furnish to Buyer at [X] Seller's [] Buyer's expense an owner policy of title insurance (Title Policy) issued by Stewart Title (Title Company) in the amount of the Sales Price...
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

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- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: (i) will not be amended or deleted from the title policy; or (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within 15 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: **multi family residence**
- Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.
- E. TITLE NOTICES:
- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to**

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change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as

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a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)

- (1) Buyer has received the Notice.
 (2) Buyer has not received the Notice. Within 5 days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

(3) The Seller is not required to furnish the notice under the Texas Property Code.
C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

- (Check one box only)
 (1) Buyer accepts the Property As Is.
 (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

~~H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by from TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ N/A. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.~~

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

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9. CLOSING:

- A. The closing of the sale will be on or before May 4, 2017, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION:

- A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. Leases:
- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holder from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.) **Current leases must be provided to Buyer within 5 days.**

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private

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Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
13. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
 14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
 15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
 16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
 17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
 18. **ESCROW:**
 - A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

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 (Address of Property)

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D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

<p>To Buyer at: <u>McCorkle Enterprises, L.L.C</u></p> <p><u>PO Box 16925, Lubbock, TX 79490</u></p> <p>Phone: <u>(806)673-1913</u></p> <p>Fax: <u>(806)368-8951</u></p> <p>E-mail: <u>alicia@mylbk.com</u></p>	<p>To Seller at: <u>Laura Barragan</u></p> <p><u>11349 ARCHWAY DR, WHITTER, CA 90604</u></p> <p>Phone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>
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22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

<p><input checked="" type="checkbox"/> Third Party Financing Addendum</p> <p><input type="checkbox"/> Seller Financing Addendum</p> <p><input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association</p> <p><input type="checkbox"/> Buyer's Temporary Residential Lease</p> <p><input type="checkbox"/> Loan Assumption Addendum</p> <p><input type="checkbox"/> Addendum for Sale of Other Property by Buyer</p> <p><input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals</p> <p><input type="checkbox"/> Addendum for "Back-Up" Contract</p> <p><input type="checkbox"/> Addendum for Coastal Area Property</p>	<p><input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum</p> <p><input type="checkbox"/> Seller's Temporary Residential Lease</p> <p><input type="checkbox"/> Short Sale Addendum</p> <p><input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway</p> <p><input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law</p> <p><input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area</p> <p><input type="checkbox"/> Other (list): _____</p>
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Contract Concerning 9818 Jordan Ave Page 8 of 9 11-2-2015
Lubbock, TX 79423
(Address of Property)

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 100.00 (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 10 days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: None Noted

Seller's
Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

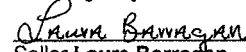
Fax: _____

E-mail: _____

E-mail: _____

**EXECUTED the _____ day of _____, _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**


Buyer McCorkle Enterprises, L.L.C.

DocuSigned by:

Seller Laura Barragan
8E320AFD4BA04FD...

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 938-3000 (<http://www.trec.texas.gov>) TREC NO. 20-13. This form replaces TREC NO. 20-12.

Contract Concerning 9818 Jordan Ave Page 9 of 9 11-2-2015
Lubbock, TX 79423
 (Address of Property)

BROKER INFORMATION

(Print name(s) only. Do not sign)

Lyons Realty 296720 RE/MAX Lubbock 0514752
 Other Broker Firm License No. Listing Broker Firm License No.

represents Buyer only as Buyer's agent represents Seller and Buyer as an intermediary
 Seller as Listing Broker's subagent Seller only as Seller's agent

Alicia McCorkle 655641 Tony Lloyd 0462327
 Associate's Name License No. Listing Associate's Name License No.

Rod Reynolds 521759 Nancy Rawls 502031
 Licensed Supervisor of Associate License No. Licensed Supervisor of Listing Associate License No.

7021 Kewanee Suite 10 (806)358-3904 4703 S Loop 289 (806)792-3750
 Other Broker's Address Fax Listing Broker's Office Address Fax

Lubbock TX 79424 Lubbock TX 79424
 City State Zip City State Zip

alicia@mylbk.com (806)673-1913 tonylloyd@remaxlubbock.com (806)549-8669
 Associate's Email Address Phone Listing Associate's Email Address Phone

Selling Associate's Name License No.

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address Fax

City State Zip

Selling Associate's Email Address Phone

Listing Broker has agreed to pay Other Broker 3.000% of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ 100.00 (Option Fee) in the form of check is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ 500.00 Earnest Money in the form of check is acknowledged.

Escrow Agent: Stewart Tittle Date: _____

By: _____

6901 Quaker Ave, Ste 200 Email Address _____
 Address Phone: (806)793-1389

Lubbock TX 79413 Fax: (806)793-6636
 City State Zip



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015

THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

9818 Jordan Ave

Lubbock

(Street Address and City)

A. TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL: Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes):

- 1. Conventional Financing: (a) A first mortgage loan in the principal amount of \$ 140,000.00 (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed 5.000 % per annum for the first 30 year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed 5.000 % of the loan. (b) A second mortgage loan in the principal amount of \$ (excluding any financed PMI premium), due in full in year(s), with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.
2. Texas Veterans Loan: A loan(s) from the Texas Veterans Land Board of \$ for a period in the total amount of years at the interest rate established by the Texas Veterans Land Board.
3. FHA Insured Financing: A Section FHA insured loan of not less than \$ (excluding any financed MIP), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.
4. VA Guaranteed Financing: A VA guaranteed loan of not less than \$ (excluding any financed Funding Fee), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.
5. USDA Guaranteed Financing: A USDA-guaranteed loan of not less than \$ (excluding any financed Funding Fee), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan.
6. Reverse Mortgage Financing: A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ (excluding any financed PMI premium or other costs), with interest not to exceed % per annum for the first year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed % of the loan. The reverse mortgage loan will will not be an FHA insured loan.

Initialed for identification by Buyer [Signature] and Seller [Signature]

TREC NO. 40-7

TAR 1901

11-2-2015

Lyons Realty Lubbock, 7021 Kewanee Ave Suite #10 Lubbock, TX 79424 Alicia McCorkle

Phone: 806-673-1913

Fax: 806-358-3904

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Third Party Financing Condition Addendum Concerning

Page 2 of 2

9818 Jordan Ave, Lubbock, TX 79423

(Address of Property)

B. APPROVAL OF FINANCING: Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained.

1. Buyer Approval:

This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 15 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

This contract is not subject to Buyer obtaining Buyer Approval.

2. Property Approval: Property Approval will be deemed to have been obtained when the Property has satisfied lender's underwriting requirements for the loan, including but not limited to appraisal, insurability, and lender required repairs. If Property Approval is not obtained, Buyer may terminate this contract by giving notice to Seller before closing and the earnest money will be refunded to Buyer.

3. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

C. SECURITY: Each note for the financing described above must be secured by vendor's and deed of trust liens.

D. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____; or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs.

(1) The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

(2) If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

(3) If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

E. AUTHORIZATION TO RELEASE INFORMATION:

(1) Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

(2) Seller and Buyer authorize Buyer's lender, title company, and escrow agent to disclose and furnish a copy of the closing disclosures provided in relation to the closing of this sale to the parties' respective brokers and sales agents identified on the last page of the contract.

Buyer M. Jorkle Enterprises, L.C.

Seller Laura Barragan

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 40-7. This form replaces TREC No. 40-6.

TAR 1901

TREC NO. 40-7

11-2-2015

EXHIBIT "4"



TEXAS APARTMENT ASSOCIATION

This Lease Contract is only valid if filled out before January 1, 2016.



Residential Lease Contract

Date of Lease Contract: December 19, 2013 (when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In - General Information

1. PARTIES. This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract): Tavia Stewart

and us, the owner: Barkagan

You've agreed to rent the following dwelling (check one): [X] house, [] duplex unit, or [] other unit, and any grounds, garage or other improvements located at 9818 B Jordan street address in Lubbock (city) Texas 79423 (zip code)

The terms "you" and "your" refer to all residents listed above, and a person authorized to act in the event of a sole resident's death. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract/Guaranty for each guarantor must be executed.

2. OCCUPANTS. The dwelling will be occupied only by you and (list all other occupants not signing the Lease Contract): Zachary Smith, Kyrstan Rodriguez

No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. (If the previous space isn't filled in, two days per month is the limit)

3. LEASE CONTRACT TERM. The initial term of the Lease Contract begins on the 10th day of January 2014 (first) and ends at midnight the 9th day of January 2015 (last). This Lease Contract will automatically renew month-to-month unless either party gives at least 30 days written notice of termination or intent to move-out as required by paragraph 37. (If the number of days isn't filled in, at least 30 days notice is required)

4. SECURITY DEPOSIT. The total security deposit for all residents is \$ 600.00, due on or before the date this Lease Contract is signed. This amount (check one) [] does or [X] does not include an annual deposit. Any annual deposit will be stated in an annual addendum. See paragraphs 41 and 42 for security deposit return information.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided 2 dwelling keys(s), mailbox key(s), and other access devices for Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to not enter the dwelling, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your dwelling will be (check one) [] furnished or [X] unfurnished.

6. RENT AND CHARGES. You will pay \$ 875.00 per month for rent, in advance and without demand at 6023 62nd St., Ste. 6 and payable to [] owner or [X] WestMark Leasing. Prorated rent of \$ 612.50 is due for the remainder of (check one) [X] 1st month or [] 2nd month, on January 10, 2014 (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 40.00 plus a daily late charge of \$ 10.00 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. We will not

impose late charges until at least the third day of the month. You'll also pay a charge of \$ 30.00 for each returned check or rejected electronic payment, plus initial and daily late charges until we receive acceptable payment. If you don't pay rent on time, you'll be in default and all remedies under state law and this Lease Contract will be authorized. If you violate the annual restrictions of paragraph 27 or other annual rules, you'll pay an initial charge of \$ 100.00 per annual (not to exceed \$100 per annual) and a daily charge of \$ 10.00 per annual (not to exceed \$10 per day per annual) from the date the annual was brought into your dwelling until it is finally removed. We'll also have all other remedies for such violation.

7. UTILITIES SERVICES. You'll pay for all utilities and services, including electricity, gas, water, wastewater, trash/recycling, cable/satellite, and stormwater drainage (unless indicated in paragraph 10). You'll pay for all related deposits, charges or fees on such utilities and services. You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease Contract term or renewal period ends. You must connect utilities in your name, and you must notify the utility provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by lease commencement or cause it to be transferred back into our name before you surrender or abandon the dwelling, you'll be liable for a \$ 50.00 charge (not to exceed \$50 per violation), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you are in an area open to competition, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

8. INSURANCE. Our insurance does not cover the loss of or damage to your personal property. You are (check one) [] required to buy and maintain renter's or liability insurance (see attached addendum), or [X] not required to buy renter's or liability insurance. (If neither is checked, insurance is not required but is still strongly recommended. It not required, we urge you to get your own insurance for losses due to theft, fire, water damage, pipe leaks and other similar occurrences. Renter's insurance does not cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.)

9. SECURITY DEVICES. What We Must Provide. Texas law requires, with some exceptions, that we must provide at no cost to you, when occupancy begins, (1) a window latch on each window, (2) a door sweep (weatherstripping) on each exterior door, (3) a pin lock on each sliding door, (4) either a door handle latch or a security bar on each sliding door, (5) a keyless entry device (deadbolt) on each exterior door, and (6) either a keyed, deadbolt lock or a keyed deadbolt lock on one entry door. Keyed lock(s) will be replaced after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by statute. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1), Texas Property Code.

What You Are Now Requesting. Subject to some limitations, under Texas law you may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one, (2) install a security bar on a sliding glass door if it does not have one, and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting to (install or change) at your expense:

If resident is filled in, then you are requesting none at this time. Payment. We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request except when required to rekey after the previous resident moved out, and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment. You also must pay for additional or changed security devices you request in advance or afterward, at our option.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

Owner will have carpets professionally cleaned upon move-out at tenants expense. Tenant will change A/C filter monthly. **RENT TO BE PAID IN ONE CHECK** No Smoking in Dwelling.

11. UNLAWFUL EARLY MOVE-OUT/RELETTING CHARGE. You'll be liable to us for a reletting charge of \$ 743.75 (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to move in, or fail to give written move-out notice as required in paragraphs 23 or 37; or
(2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
(3) move out at our demand because of your default; or
(4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

1219201348172094072613

Tavia Stewart, Your Initials: [Signature] Initials of Our Representative: [Signature]

Not a Release. The retelling charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to make ready, inconvenience, paperwork, advertising, showing the dwelling, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the retelling charge is a reasonable estimate of such damages, and that the charge is due whether or not our retelling attempts succeed. If no amount is stipulated, you must pay our actual retelling costs so far as they can be determined. The retelling charge does not release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **DAMAGES AND REIMBURSEMENT.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the dwelling due to: a violation of the Lease Contract or rules, improper use, negligence, other conduct by you or your invitees, guests or occupants, or any other cause not due to our negligence or fault. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacements and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppage caused by improper objects in lines exclusively serving your dwelling. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **CONTRACTUAL LIEN AND PROPERTY LEFT IN DWELLING.** All property in the dwelling is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Section 2306.6738, Texas Government Code, for owners supported by tax credit allocations). For this purpose, "dwelling" excludes outside areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the dwelling and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the dwelling in a conspicuous place—plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the dwelling is presumed to be yours unless proven otherwise.

Removal After Surrender, Abandonment, or Eviction. We or law officers may remove or store all property remaining in the dwelling or in outside areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the dwelling (see definitions in paragraph 42).

Storage. We will store property removed under a contractual lien. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the dwelling. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: Our lien on property listed under Property Code Section 54.042 is limited to charges for packing, removing, and storing.

Redemption. If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, retelling charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or

the dwelling (at our option). We may require payment by cash, money order, or certified check.

Disposition of Sale. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the dwelling after surrender or abandonment; or (2) left outside more than 1 hour after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, retelling charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies, and duties under paragraphs 11 and 32 apply to acceleration under this paragraph.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of our rules allowed under paragraph 18. If, at least 3 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37. The written move-out notice under paragraph 37 applies only to the end of the current Lease Contract or renewal period.

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay, and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposits and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling is ready for occupancy, but not later:

(1) If we give written notice to any of you when or after the Lease Contract begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your dwelling.

While You're Living in the Dwelling

18. **POLICIES OR RULES.** You and all guests and occupants must comply with any written rules and policies, including instructions for care of our property. Our rules are considered part of this contract. We may make reasonable changes to written rules, effective immediately upon their distribution to you. These changes must not change any dollar amounts on page 1 of this Lease Contract. You must comply with any subdivision or deed restrictions that apply.

regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons, and (3) activities in outside areas.

We may exclude from the property guests or other who, in our judgment, have been violating the law, violating this Lease Contract or any of our rules, or disturbing other persons, neighbors, visitors, or owner representatives. We may also exclude from any outside area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident.

19. **LIMITATIONS ON CONDUCT.** The dwelling and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, spas, storerooms, and similar areas must be used with care in accordance with our rules and posted signs. Glass containers are prohibited in or near pools. You, your occupants, or guests may not anywhere in the dwelling or outside areas use candles or kerosene lamps or heaters without our prior written approval, or solicit business or contributions. Conducting any kind of business (including child care services) in your dwelling is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling for business purposes. We may

You will notify us within 15 days if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us within 15 days if you or any occupants register as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive any rights we have against you.

20. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the dwelling; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the dwelling;

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Tavia Stowart

Your Initials: TS, Initials of Our Representative: [Signature]

displaying or possessing a gun, knife, or other weapon in or near the dwelling in a way that may alarm others, storing anything in closets having gas appliances, tampering with utilities or telecommunications, bringing hazardous materials into the dwelling, using windows for entry or exit, heating the dwelling with a gas-operated cooking stove or oven, or injuring our reputation by making bad faith allegations against us to others.

- 21. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside a dwelling, or on sidewalks. We may have unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if: (1) has a flat tire or is otherwise inoperable (2) is on jacks, blocks or has wheel(s) missing (3) takes up more than one parking space, if the dwelling complex has more than one living unit (4) belongs to a resident or occupant who has surrendered or abandoned the dwelling (5) blocks another vehicle from exiting (6) is in a fire lane or designated "no parking" area (7) is in a space marked for other resident(s) or dwelling(s) (8) is in any portion of a yard area (9) is on the grass, sidewalk, or patio, or (10) has no current license, registration or inspection sticker, and we give you at least 10 days notice that the vehicle will be towed if not removed.

22. RELEASE OF RESIDENT. Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31 or 32, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase. You may also have the right under Texas law to terminate the Lease Contract in certain situations involving family violence, certain sexual offenses or stalking.

Death of Sole Resident. If you are the sole resident and die during the Lease Contract term, the Lease Contract may be terminated without penalty by an authorized representative of your estate with at least 30 days written notice. Your estate will be liable for payment of rent until the later of (1) the termination date, or (2) until all possessions in the dwelling are removed. Your estate will also be liable for all charges and damages to the dwelling until it is vacated and any removal and storage costs.

23. MILITARY PERSONNEL CLAUSE. You may have the right under Texas law to terminate the Lease Contract in certain situations involving military deployment or transfer. You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letters. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. RESIDENT SAFETY AND LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke alarms and other detection devices, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5. Window screens are not for security or keeping people from falling out.

Alarms and Detection Devices. We'll furnish smoke alarms or other detection devices required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. If any damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Section 9a.011 of the Property Code for \$100 plus one month's rent, actual damages, and attorney's fees. You also will be liable to us and others if you fail to report malfunctions or any loss, damage, or fires resulting from fire, smoke, or water. Upon request, we will provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impaired disability.

Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property or business or personal income from any cause including but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of residents, occupants, or guests, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must—(1) for 24 hours a day during freezing weather—(1) keep the dwelling heated to at least 50 degrees, (2) keep cabinet and closet doors open, and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

Crime or Emergency. We will or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obligated to furnish security personnel, patrols, lighting, gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the dwelling. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the dwelling, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling and not damaging or littering the outside areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling. We'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screws, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling, after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (whether or not we consent) become ours unless we agree otherwise in writing.

We are committed to the principles of fair housing. In accordance with fair housing laws, we will make reasonable accommodations to our rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of this dwelling. We may require you to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. We'll maintain the dwelling in good order and pay for repair and maintenance, subject to the repair procedures set forth below. You must replace air-conditioning filters monthly and keep the yard clean.

Procedures for Repairs by Us. If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matters—it MUST BE SIGNED AND IN WRITING to our designated representative, (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair housing accommodation or modification). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of water leaks, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety. We may charge or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify us immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract by giving you at least 5 days' written notice. We may also remove personal property if it causes a health or safety hazard. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

Repairs and Service Calls. We will pay for repairs of conditions that materially affect the health or safety of an ordinary resident (i.e. dangerous or hazardous conditions). Otherwise, you'll be responsible for the first \$_____ of any repair or service call.

Yard Maintenance. Unless we expressly assume the responsibility below, you must pay for yard maintenance and yard pest control.

- (1) Who will keep the lawn mowed and edged, and maintain all plants, trees, shrubs, etc.? You or Us (2) Who will water the lawn and other vegetation? You or Us (3) Who will keep the lawn, flowerbeds, sidewalks, porches, and driveways free of trash and debris? You or Us (4) Who is obligated to fertilize lawn and plants? You Us or Neither

You must promptly report infestations of dying vegetation to us. You may not modify the existing landscape, change any plants, or plant a garden without our prior written approval.

Interior Pest Control and Trash Receptacles. Unless paragraph 10 says otherwise, we'll arrange and pay for extermination services for all pests within the dwelling, as needed in our reasonable judgment.

- (1) Who will annually pay for outside trash receptacles for your use? You Us City/Utility or Other (2) If we pay for trash receptacles annually, who must repair or replace them if they're broken or missing? You or Us

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Tavia Stewart

Your Initials: TS Initials of Our Representative: [Signature]

Trash receptacles must be kept closed, and must comply with local ordinances regarding trash disposal. We may designate which trash receptacles will be stored on the premises and where they'll be.

27. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the dwelling, porch, patio, balconies, or yards unless we're authorized in writing. If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum, pay an animal deposit. We will authorize an assistance or support animal for a disabled person but will not require an animal deposit. The animal addendum includes information governing animals, including assistance or service animals. We may require a written statement from a qualified professional verifying the need for such an animal. An animal deposit is considered a general security deposit. You must not feed stray or wild animals or allow unauthorized animals to be bred in any porch, tree, or other object on the premises at any time.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defecating, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the dwelling, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

28. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairmen, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the dwelling at reasonable times for the purposes listed in (2) below. If nobody is in the dwelling, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary):

- (1) written notice of the entry is left in a conspicuous place in the dwelling immediately after the entry; and

- (2) entry is for responding to your request, making repairs or replacements, estimating repair or refurbishing costs, performing pest control, doing preventive maintenance, checking for water leaks, changing filters, testing or replacing detection or alarm devices, or batteries, retrieving unreturned tools, equipment, or appliances, preventing waste of utilities, exercising our contractual lien, leaving notices, delivering, installing, re-arranging, or replacing appliances, furniture, equipment, or security devices, removing or rekeying unauthorized security devices, removing unauthorized window coverings, stopping excessive noise, removing health or safety hazards (including hazardous materials or items prohibited under our rules, removing perishable foodstuffs if your electricity is disconnected, removing unauthorized animals, disconnecting utilities involving bona fide repairs, emergencies or construction, retrieving property owned or leased by former residents (including when immediate danger to person or property is reasonably suspected), allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.), allowing entry by a law officer with a search or arrest warrant, or in hot pursuit, showing dwelling to prospective residents (after move-out or vacate notice has been given), or showing the dwelling to government representatives for the limited purpose of determining housing and fire ordinance compliance; and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices), to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease Contract termination may only be given by residents. In eviction suits, each resident is considered the agent of all other residents in the dwelling for service of process. Any resident who defaults under this Lease Contract will indemnify the non-defaulting residents and their guarantors.

Security deposit refund check and any deduction itemizations will be by (check one)

- one check jointly payable to all residents and mailed to any one resident we choose; OR
- one check payable and mailed to _____

(Give the name of one resident.)
If neither is checked, then the refund will be made in one check jointly payable to all residents.

Replacements

30. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit, or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing, even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) maintain fixtures, hot water, heating, and A/C equipment;
- (2) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; and
- (3) make all reasonable repairs, subject to paragraph 26 and your obligation to pay for damages for which you are liable.

If we violate any of the above, you may possibly terminate this Lease Contract and exercise other remedies under Texas Property Code Section 92.056 by following this procedure:

- (a) all rent must be current and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;
- (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time for the repair or remedy; and
- (c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease Contract by giving us a final written notice. You also may exercise other statutory remedies, including those under Texas Property Code Section 92.051.

Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, or by registered mail—after which we will have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current at the time of any request. We will refund security deposits and prorated rent as required by law.

32. DEFAULT BY RESIDENT. You'll be in default if: (1) you don't pay rent or other amounts that you owe on time; (2) you or any guest or occupant violates this Lease Contract, our rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the dwelling; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (i) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (ii) any sex-related crime, including a misdemeanor; (6) any illegal drugs or paraphernalia are found in your dwelling; or (7) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

Eviction. If you default in holdover, we may end your right of occupancy by giving you a 24-hour written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the dwelling to any occupant over 16 years old; or (5) affixing the notice to the inside of the dwelling's main entry door. Notice by mail only will be considered delivered on the earlier of: (1) actual delivery; or (2) three days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may

still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction; or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums; or to continue with eviction proceedings.

Acceleration. Unless we elect not to accelerate rent, all monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out; or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you're not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your dwelling while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination and statutory lockout under Section 92.001, Texas Property Code, except as lockouts and liens are prohibited by Section 2306.6236, Texas Government Code, for owners supported by housing tax credit allocations. A prevailing party may recover reasonable attorney's fees and all other litigation costs from the non-prevailing party, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease Contract. You agree that late charges are liquidated damages and a reasonable estimate of such damages for our time, inconvenience, and overhead associated with collecting late rent that are not for attorney's fees and litigation costs. All unpaid amounts you owe, including judgments, bear 18% interest per year from due date, compounded annually. You must pay all collection agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from replacement or subsequent residents against your liability for past-due and future rent and other sums due.

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Tavia Stewart
Your Initials: T.S., Initials of Our Representative: [Signature]

General Clauses

33. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management, personal employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given, as well as any fax transmittal verification. Fax or electronic signatures are binding. All notices must be signed. Notices may not be given by email or other electronic transmission.

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations, in whole or in part, by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease Contract obligations must be performed in the county where the dwelling is located.

We may deactivate or not install keyless bedding devices on your device if (1) you or an occupant in the dwelling is over 55 or disabled, and (2) the requirements of Section 92.153(c) of the Texas Property Code are satisfied.

Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

34. PAYMENTS. Payment of all sums is an independent covenant. When we receive money, other than sale proceeds under paragraph 13 or utility payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. TAA MEMBERSHIP. We represent that, at the time of signing this Lease Contract, (1) we, (2) the management company that represents us, or (3) any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the dwelling is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 6). If not the following applies: (1) this Lease Contract is voidable at your option and is unenforceable by us (except for properly damages); and (2) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in TAA and the local association has lapsed, and (2) neither the owner nor the management company is a member of TAA and the local association at the time of the third automatic renewal. A signed affidavit from the local affiliated apartment association which attests to non-membership when the Lease Contract or renewal was signed will be conclusive evidence of non-membership. The Lease Contract is voidable at your option if the Lease Contract or any lease addendum (that is a copyrighted TAA form) fails to show at the bottom of each page the names of all original residents listed in paragraph 1, or contains the same form identification code as any other resident's Lease Contract or lease addendum, or if your TAA Rental Application contains the same form identification code as any other resident's Rental Application. Governmental entities may use TAA forms if TAA agrees in writing.

Security Guidelines for Residents

36. SECURITY GUIDELINES. We care about your safety and that of other occupants and guests. No security system is foolproof. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
• Report any suspicious activity to the police first, and then follow up with a written notice to us.
• Know your neighbors. Watching out for each other is one of the best defenses against crime.
• Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
• Keep your keys handy at all times when walking to your car or home.
• Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
• Make sure door locks, window latches and sliding glass doors are properly secured at all times.
• Use the keyless deadbolt in your dwelling when you are at home.
• Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of the Lease Contract.

- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
• Regularly check your security devices, smoke alarms and other and detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
• Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke alarms and other detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
• If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
• When you leave home, make sure someone knows where you're going and when you plan to be back.
• Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
• While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
• Know at least two exit routes from your home, if possible.
• Don't give entry keys, codes or gate access cards to anyone.
• Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
• Check the back-seat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

When Moving Out

37. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22), except under paragraphs 10, 16, 22, 23 or 31. YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions—even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements below are met.
• The move-out date in your notice (check one): must be the last day of the month, or may be the exact day designated in your notice. If neither is checked, the second applies.

- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
• Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
• If we require you to give us more than 30 days written notice to move out before the end of the Lease Contract term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to provide a reminder notice, 30 days written notice to move-out is required.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from us written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice (unless you are in default).

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Tavia Stewart

Your Initials: [Signature] Initials of Our Representative: [Signature]

Residential Lease Contract

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- 38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the dwelling before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 39. **CLEANING.** You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage areas. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).
- 40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the dwelling and is missing; replacing dead or missing alarm or detection device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, or television services or rental items (if you so request or have moved out); trips to open the dwelling when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing or booting illegally parked vehicles; false security-alarm charges unless due to our negligence.

animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices listed in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

- 42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

You have *surrendered* the dwelling when: (1) the move-out date has passed and no one is living in the dwelling in our reasonable judgment; or (2) dwelling keys and access devices listed in paragraph 5 have been turned in to us—whichever date occurs first.

You have *abandoned* the dwelling when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the dwelling not connected in our name has been terminated or transferred; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the dwelling abandoned. A dwelling is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

Signatures, Originals and Attachments

- 43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease Contract and are binding even if not initialed or signed:

- Access Gate Addendum
- Additional Special Provisions
- Allocation Addendum for: electricity water gas central system costs trash/recycling cable/satellite stormwater/drainage services/government fees
- Animal Addendum
- Asbestos Addendum (if asbestos is present)
- Bed Bug Addendum
- Early Termination Addendum
- Enclosed Garage, Carport or Storage Unit Addendum
- Intrusion Alarm Addendum
- Inventory & Condition Form
- Lead Hazard Information and Disclosure Addendum
- Lease Contract Guaranty (_____ guaranties, if more than one)
- Legal Description of Apartment (optional, if rental term longer than one year)
- Military SCRA Addendum
- Mold Information and Prevention Addendum
- Move-Out Cleaning Instructions
- Notice of Intent to Move Out Form
- Owner's Rules or Policies
- Parking Permit or Sticker (quantity: _____)
- Rent Concession Addendum
- Renter's or Liability Insurance Addendum
- Repair or Service Request Form
- Satellite Dish or Antenna Addendum
- TCEQ Tenant Guide to Water Allocation
- Utility Submetering Addendum for: electricity water gas
- Other **RESIDENTIAL GUIDELINES**
- Other _____

You are legally bound by this document. Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

You are entitled to receive an original of this Lease Contract after it is fully signed. Keep it in a safe place.

Resident or Residents (all sign below)

Tavia Stewart 1/1/14
Tavia Stewart Date signed

Date signed

Date signed

Date signed

Owner or Owner's Representative (signing on behalf of owner)

[Signature]

Address and phone number of owner's representative for notice purposes

6023 82nd St. Ste. 6

Lubbock, TX 79424

(806) 794-5800

After-hours phone number _____

Always call 911 for police, fire or medical emergencies.)

Date form is filled out (same as on top of page 1) 12/19/2013

Name, address and telephone number of locator service (if applicable—must be completed to verify TAA membership under paragraph 35):

WestMark Leasing

6023 82nd St. Ste. 6

Lubbock, TX 79424

(806) 794-5800

Tavia Stewart
Westmark Realtors
Residential Lease Contract

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Animal Addendum

Date: December 19, 2013 (when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

1. DWELLING UNIT DESCRIPTION. Unit No. at 9818 B Jordan (street address) in Lubbock (city), Texas, 79423 (zip code).

2. LEASE CONTRACT DESCRIPTION. Lease Contract date: December 19, 2013 Owner's name: Barragan Residents (list all residents): Tavia Stewart

The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. CONDITIONAL AUTHORIZATION FOR ANIMAL. You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ 300.00 will be charged. The deposit is due at the time you sign this Addendum. This animal deposit will increase the total security deposit under the Lease Contract.

5. ASSISTANCE OR SERVICE ANIMALS. When allowed by applicable law, we may require a written verification of or make other inquiries regarding the disability-related need for assistance or service animal for a person with a disability.

6. SEARCH AND RESCUE DOGS. We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog.

7. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 0.00

8. ADDITIONAL FEE. You must also pay a one-time non-refundable fee of \$ for having the animal in the dwelling unit. The fee is due at the time you sign this Addendum.

9. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

10. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: Type: Breed: Color: Weight: Age: City of license: License no.: Date of last rabies shot: Housebroken? Animal owner's name:

Animal's name: Type: Breed: Color: Weight: Age: City of license: License no.: Date of last rabies shot: Housebroken? Animal owner's name:

11. SPECIAL PROVISIONS. The following special provisions supersede any conflicting provisions of this Addendum:

12. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: Address: City/State/Zip: Phone:

13. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the above if requested. The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling. Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed. Inside, the animal may urinate or defecate only in these designated areas: Outside Only. Outside, the animal may urinate or defecate only in these designated areas: Outside Only. Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

- You must not let an animal other than assistance or service animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We'll impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

14. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

15. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in paragraph 27 of the Lease Contract, including damages, eviction, and attorney's fees.

16. COMPLAINTS ABOUT ANIMAL. If we give you written notice, you must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

17. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of paragraphs 27 and 28 of the Lease Contract, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have

a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

18. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. Except for reasonable wear resulting from an assistance or service animal, you and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

19. MOVE-OUT. Except for reasonable wear resulting from an assistance or service animal, when you move out, you'll pay for defleing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We--not you--will arrange for these services.

20. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

21. DOG PARK. We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

22. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted in paragraph 11 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing, as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

~~You are legally bound by this document. Please read it carefully.~~

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Sign below)

Tavia Stewart
Tavia Stewart

[Signature]

You are entitled to receive an original of this Animal Addendum after it is fully signed. Keep it in a safe place.

Tavia Stewart

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Mold Information and Prevention Addendum



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. ADDENDUM. This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:
Apt. # _____ at _____
(name of apartment)
or other dwelling located at 9818 B Jordan
(street address of house, duplex, etc.)
City/State where dwelling is located
Lubbock, TX 79423

2. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

3. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
• Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
• Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
• Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

4. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
• overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
• leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
• washing machine hose leaks, plant watering overflows, pet urine, conking spills, beverage spills and steam from excessive open-pot cooking;
• leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
• insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

5. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Original Pine-Sol® Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner + Bleach. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

6. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in compliance with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

7. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

Resident or Residents
(All residents must sign here)

Javia Stewart
Tavia Stewart

Owner or Owner's Representative
(Sign here)

[Signature]

Date of Lease Contract

December 19, 2013

You are entitled to receive an original of this Mold Information and Prevention Addendum after it is fully signed. Keep it in a safe place.

LEASE ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT

1. Addendum. This is an addendum to the lease between you and us for Apt. No. _____ in the _____

Apartments in _____, Texas OR the house, duplex, etc. located at (street address) 9818 B Jordan in Lubbock, Texas.

2. Garage, carport, or storage unit. You are entitled to exclusive possession of: (check as applicable)

- garage or carport attached to the dwelling;
garage space number(s) _____;
carport space number(s) _____; and/or
storage unit number(s) _____.

The monthly rent in paragraph 6 of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum.

3. Use restrictions. Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit.

4. No dangerous items. In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored. Prohibited items include: fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard.

5. No smoke, fire, or carbon monoxide detectors. No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.

6. Garage door opener. If an enclosed garage is furnished, you will or will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of

any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a fine of \$ _____, which will be deducted from your security deposit.

7. Security. We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

8. Insurance and loss/damage to your property. Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.

9. Compliance. We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

10. No lock changes, alterations, or improvements. Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

11. Move-out and remedies. Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to paragraph 13 of the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you.

Resident or Residents (All residents must sign)

Owner or Owner's Representative (Signs below)

Tavia Stewart

[Signature]

Date of Lease Contract

December 19, 2013



Bed Bug Addendum



Date: December 19, 2013 (when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. ADDENDUM. This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is: Apt. # _____ at _____ (name of apartments) or other dwelling located at 9818 B Jordan (street address of house, duplex, etc.) City/State where dwelling is located Lubbock, TX 79423

2. PURPOSE. This Addendum modifies the Lease Contract and address situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

3. INSPECTION. You agree that you: (Check one) [] have inspected the dwelling prior to move-in or signing this Addendum and that you did not observe any evidence of bed bugs or bed bug infestation; OR [] will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation.

4. INFESTATIONS. We are not aware of any current evidence of bed bugs or bed bug infestation in the dwelling.

You agree that you have read the information on the back side of this addendum about bed bugs and: (Check one)

- [] you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR [] you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

- 6. NOTIFICATION. You must promptly notify us: • of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property. • of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling. • if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

5. ACCESS FOR INSPECTION AND PEST TREATMENT. You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are

9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

Tavis Stewart

BED BUGS - A Guide for Rental Housing Residents
(Adapted with permission from the National Apartment Association)

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs

often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- Do not bring used furniture from unknown sources into your dwelling. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- Do inspect rental furniture for bed bugs before bringing it into your dwelling. Be sure to check any rented furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- Do address bed bug sightings immediately. Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- Do not attempt to treat bed bug infestations. Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- Do comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)


Tavia Stewart



Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

Tavia Stewart

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs

HUD
451 Seventh Street, SW, Room 6236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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L: S. EPA Washington DC 20460 EPA-747-K-12-001
D: S. CPSC Bethesda MD 20814 September 2013
U: S. HUD Washington DC 20410

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

◆ Texas Department of State Health Services—(512) 438-7111 ◆ HUD Healthy Homes and Lead Hazard Control—(202) 755-1785
◆ EPA Region 6 Office (includes Texas)—(214) 665-2704 ◆ CPSC—(800) 638-2772 ◆ National Lead Information Center—(800) 424-5323

FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (owners) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention. (This addendum is a "pamphlet" within the meaning of federal regulations. The term "in the housing" below means either inside or outside the housing unit.)

LEAD-FREE HOUSING If the housing unit has been certified as "lead free" according to 24 CFR Section 35.82, the lead-based paint and lead-based paint hazard regulations do not apply, and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement, to the lessee (resident).

LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (check only one box)

- Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Records and reports available to lessor (check only one box)

- Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (list documents):

AGENT'S STATEMENT If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d), and (2) agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR Sections 35.88 and 35.92 and 40 CFR Sections 745.107 and 745.113. Agent's obligations include those in 24 CFR Section 35.94 and 40 CFR Section 745.115.

ACCURACY CERTIFICATIONS AND RESIDENT'S ACKNOWLEDGMENT Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be: (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be: (1) the agent himself or herself, or (2) an employee, officer or partner of the agent if such person is authorized to sign for the agent. The lessee (residents) signing below acknowledge that they have received a copy of this TAA lease addendum before becoming obligated under the lease and have been informed that it contains the disclosure form and pamphlet information required by federal law regarding lead poisoning prevention.

9818 B Jordan

Lubbock

Apartment name & unit number OR street address of dwelling

City

Lessee (Resident) Tavia Stewart Date 1-9-14

Lessor (Resident) Date

Lessee (Resident) Date

Lessee (Resident) Date

Barragan

Westmark Realtors

Printed name of LESSOR (owner) of the dwelling

Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling

Signature of person signing on behalf of above LESSOR Date 1-9-14

Signature of person signing on behalf of above AGENT, if any Date

You are entitled to receive an original of page 5 of this Lead Hazard Addendum after it is fully signed. Keep it in a safe place.



TEXAS APARTMENT ASSOCIATION
MEMBER

This Lease Contract is valid only if filled out before January 1, 2016.

Residential Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: April 20, 2015
(when this Lease Contract is filled out)

Moving In — General Information

1. **Parties.** This Lease Contract ("Lease") is between you, the resident(s) (*list all people signing the Lease*):
Kelly Peters, Lindsey Mendez

and us, the owner: Laura Barragan

You've agreed to rent the following dwelling (*check one*):
 house, duplex unit, or other unit, and any grounds, garage or improvements located at 9818 A Jordan

(street address) in Lubbock
(city), Texas 79423 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.*

2. **Occupants.** The dwelling will be occupied only by you and (*list all other occupants not signing the Lease*):
Jacob Mendez, Valerie Chavez

— and no one else. Anyone not listed here cannot stay in the dwelling for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, 2 days total per month will be the limit.*

3. **Lease Term.** The initial term of the Lease begins on the 30th day of April (month), 2015 (year), and ends at midnight the 29th day of April (month), 2016 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 30 days' written notice of termination or intent to move out as required by Par. 36. *If the number of days isn't filled in, notice of at least 30 days is required.*

4. **Security Deposit.** The total security deposit for all residents is \$ 700.00, due on or before the date this Lease is signed. This amount (*check one*): does or does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction (itemizations will be by (*check one*):
 one check jointly payable to all residents and mailed to any one resident we choose, or
 one check payable to and mailed to _____
(specify name of one resident).

If neither option is checked here, the first option applies. See Par. 40 and 41 for security-deposit return information.

5. **Keys, Move-Out, and Furniture.** You'll be given 2 dwelling key(s), _____ mailbox key(s), and _____ other access devices for _____
Before moving out, you must give our representative advance written move-out notice as stated in Par. 36. The move-out date in your notice (*check one*): must be the last day of the month, or may be the exact day designated in your notice. If neither option is checked here, the second applies. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the dwelling, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your dwelling will be (*check one*): furnished or unfurnished.

6. **Rent and Charges.** You will pay \$ 900.00 per month for rent, in advance and without demand at 6021 82nd St., Ste. 6 Lubbock, and payable to Towner or HeatMark Leasing

Your initials: RP Initials of Our Representative: LM

Prorated rent of \$ 30.00 is due for the remainder of the (*check one*): 1st month or 2nd month, on the _____ day of _____ (month), _____ (year).

You must pay your rent on or before the 1st day of each month (due date). There is no grace period. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 40.00, plus a daily late charge of \$ 10.00 per day after that date until the amount due is paid in full. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 30.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease. If you violate the animal restrictions of Par. 27 or other animal rules, you'll pay an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your dwelling until it is removed. We'll also have all other remedies for such violations. We will pay for repairs of conditions that materially affect the health or safety of an ordinary resident (i.e. dangerous or hazardous conditions). Otherwise, you'll pay the first \$ 0.00 of any repair or service call.

7. **Utilities and Services.** You'll pay for all utilities and services including electricity, water, gas, wastewater, trash/recycling, cable/satellite and stormwater/drainage unless indicated in Par. 9. You'll pay for all related deposits, charges or fees on such utilities and services. See Par. 12 for other related provisions regarding utilities and services.

8. **Insurance.** *Our insurance doesn't cover the loss of or damage to your personal property.* You are (*check one*):
 required to buy and maintain renter's or liability insurance (see attached addendum), or
 not required to buy renter's or liability insurance.
If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **Special Provisions.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.
Owner will have carpets professionally cleaned upon move-out at tenants expense. Tenant will change A/C filter monthly. Rent to be paid in one check. No smoking in dwelling.

10. **Unlawful Early Move-Out And Relletting Charge.**
10.1 **Your Responsibility.** You'll be liable for a relletting charge of \$ 765.00 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. *The relletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.*

10.2 Not a Release. The reletting charge is neither a Lease cancellation nor a buyout fee. It is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing dwellings, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys, or other sums due.

pay for receptacles initially and they are broken or missing. you or we will replace or repair them.

Special Provisions and "What If" Clauses

13. Damages and Reimbursement.

13.1 **Damage in the Dwelling.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the dwelling because of a Lease or rules violation; improper use; negligence; other conduct by you, your invitees, your occupants, or your guests; or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

13.2 **Indemnification by You.** You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease.

13.3 **Damage and Wastewater Stoppage.** Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacements, and damage of the following kind if occurring during the Lease term or renewal period: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling.

13.4 **No Waiver.** We may require payment at any time, including advance payment to repair damage that you are liable for. Delay in demanding sums you owe is not a waiver.

14. Contractual Lien and Property Left in the Dwelling.

14.1 **Lien Against Your Property for Rent.** All property in the dwelling (unless exempt under Texas Property Code sec. 54.042) is subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Texas Government Code sec. 2306.673B, for owners supported by housing-tax-credit allocations). For this purpose, "dwelling" excludes outside areas but includes the interior living areas and exterior patios, balconies, attached garages, and any storerooms for your exclusive use.

14.2 **Removal After We Exercise Lien for Rent.** If your rent is delinquent, our representative may peacefully enter the dwelling and remove and/or store all property subject to lien. All property in the dwelling is presumed to be yours unless proved otherwise. After the property is removed, a written notice of entry must be left in a conspicuous place in the dwelling—including a list of items removed, the amount of delinquent rent due, and the name, address, and phone number of the person to contact. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid.

14.3 **Removal After Surrender, Abandonment, or Eviction.** We, or law officers, may remove or store all property remaining in the dwelling or in outside areas (including any vehicles you or any occupant or guest owns or uses) if you're judicially evicted or if you surrender or abandon the dwelling (see definitions in Par. 41).

14.4 **Storage.**
(A) **No duty.** We'll store property removed under a contractual lien. We may—but we have no duty to—store property removed after judicial eviction, surrender, or abandonment of the dwelling.
(B) **No liability.** We're not liable for casualty, loss, damage, or theft, except for property removed under a contractual lien.
(C) **Charges you pay.** You must pay reasonable charges for our packing, removing, storing, and selling of any property.
(D) **Our lien.** We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: our lien on property listed under Texas Property Code sec. 54.042 is limited to charges for packing, removing, and storing.

14.5 Redemption.

(A) **Property on which we have a lien.** If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (see Par. 14.6(C)) is given before you seek redemption, you may redeem only by paying the delinquent rent plus our reasonable charges for packing, removing, and storing.

11. Security Devices:

11.1 **What We Provide.** Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code sec. 92.165(f). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

11.2 **Who Pays What.** We'll pay for missing security devices that are required by law. You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests. You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

12. Other Utilities and Services.

12.1 **Usage and Other Charges.** You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. You must connect utilities in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the dwelling, you'll be liable for a \$ 50.00 charge (not to exceed \$50 per violation), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you're in an area open to competition and your dwelling is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

12.2 **Yard Maintenance.** Unless Par. 9 says otherwise, you will be responsible for and pay for the following items: mowing and edging the lawn and maintaining all plants, trees, shrubs, etc.; watering the lawn and other vegetation; keeping the lawn, flowerbeds, sidewalks, porches and driveways free of trash and debris; and fertilizing lawn and plants.

You must promptly report infestations or dying vegetation to us. You may not modify the existing landscape, change any plants, or plant a garden without our prior written approval.

12.3 **Interior Pest Control.** Unless Par. 9 says otherwise, we'll arrange and pay for extermination services for all pests within the dwelling, as needed in our reasonable judgment.

12.4 **Trash Receptacles.** Outside trash receptacles initially provided for your use will be paid for by: you; us; city utility; or other _____ if we

Your initials: LM Initials of Our Representative: WJ

- (B) **Property removed after surrender, abandonment, or judicial eviction.** If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage charges, damages, etc.
- (C) **Place and payment for return.** We may return redeemed property at the place of storage, the management office, or the dwelling (at our option). We may require payment by cash, money order, or certified check.

14.6 Disposition or Sale.

- (A) **Our options.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all personal property that is:
 - (1) left in the dwelling after surrender or abandonment; or
 - (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.
- (B) **Animals.** An animal removed after surrender, abandonment, or eviction may be kennel or turned over to a local authority, humane society, or rescue organization.
- (C) **Sale of property.** Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The sale may be public or private; is subject to any third-party ownership or lien claims; must be to the highest cash bidder; and may be in bulk, in batches, or item-by-item. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.

15. Failing to Pay First Month's Rent. If you don't pay the first month's rent when or before the Lease begins, all future rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 10 and 32 apply to acceleration under this paragraph.

16. Rent Increases and Lease Changes. No rent increases or Lease changes are allowed before the initial Lease term ends, except for those allowed by special provisions in Par. 9, by a written addendum or amendment signed by you and us, or by reasonable changes of our rules allowed under Par. 19. If, at least 5 days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent increases or Lease changes that become effective when the Lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without needing your signature) unless you give us written move-out notice under Par. 36. The written move-out notice under Par. 36 applies only to the end of the current Lease or renewal period.

17. Delay of Occupancy.

17.1 Lease Remains In Force. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to:

- (A) abatement of rent on a daily basis during delay, and
- (B) your right to terminate the lease in writing as set forth below.

17.2 Your Termination Rights. Termination notice must be in writing. After termination, you are entitled only to refund of any deposit(s) and any rent you paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the dwelling.

17.3 Notice of Delay. If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the dwelling is ready for occupancy, but no later:

- (a) if we give written notice to any of you or your occupants when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but no later.
- (b) if we give any of you written notice before the date the Lease begins and the notice states that a construction

delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

18. Disclosure of Information. If someone requests information about you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your dwelling.

While You're Living in the Dwelling

19. Community Policies and Rules.

19.1 Generally. Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all written rules and policies, including instructions for care of our property. We may regulate: (A) the use of patios, balconies, and porches; (B) the conduct of furniture movers and delivery persons; and (C) activities in outside areas. We may make reasonable changes to written rules, and those rules can become effective immediately when distributed to you if they do not change the dollar amounts on pages 1 or 2 of this Lease.

19.2 Some Specifics. Your dwelling and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, spas, store-rooms, and similar areas must be used with care in accordance with our rules and posted signs. You must comply with any subdivision or deed restrictions that apply.

19.3 Limitations on Conduct. Glass containers are prohibited in or near pools. Within the dwelling, you, your occupants, and your guests must not use candles or kerosene lamps or heaters without our prior written approval. You, your occupants, and your guests must not solicit business or contributions. Conducting any kind of business (including child-care services) in your dwelling is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling for business purposes.

19.4 Exclusion of Persons. We may exclude from the dwelling any guests or others who, in our judgment, have been violating the law, violating this Lease or our rules, or disturbing other persons, neighbors, visitors, or owner representatives. We may also exclude from any outside area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an occupant, or a guest of a specific resident.

19.5 Notice of Convictions and Registration. You must notify us within 15 days if you or any occupants are convicted of: (A) any felony; or (B) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. You must also notify us within 15 days if you or any of your occupants register as a sex offender, informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

20. Prohibited Conduct. You, your occupants, and your guests may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in or near the dwelling; or displaying or possessing a gun, knife, or other weapon in an outside area in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the dwelling;
- (d) disrupting our business operations;
- (e) storing anything in closets containing gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the dwelling;
- (h) using windows for entry or exit;
- (i) heating the dwelling with a gas-operated cooking stove or oven; or
- (j) injuring our reputation by making bad-faith allegations against us to others.

21. Parking. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes must not be

Your initials: *LM* Initials of Our Representative: *WA*

parked inside a dwelling or on sidewalks. We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle:

- (a) has a flat tire or is otherwise inoperable;
- (b) is on jacks, on blocks, or has a wheel missing;
- (c) takes up more than one parking space if the dwelling has more than one living unit;
- (d) belongs to a resident or occupant who has surrendered or abandoned the dwelling;
- (e) blocks another vehicle from exiting;
- (f) is in a fire lane or designated "no parking" area;
- (g) is in a space marked for another resident or dwelling;
- (h) is in any portion of a yard area;
- (i) is on the grass, sidewalk, or patio;
- (j) blocks a garbage truck from access to a dumpster;
- (k) has no current license, registration, or inspection sticker and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or
- (l) is not moved to allow necessary parking maintenance.

22. Release of Resident.

22.1 Generally. You may have the right under Texas law to terminate the Lease early in certain situations involving family violence, certain sexual offenses, or stalking. Otherwise, unless you're entitled to terminate this Lease under Par. 9, 17, 23, 31, or 36, you won't be released from this Lease for any reason—including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of coresidents, loss of employment, bad health, property purchase, or death.

22.2 Death of Sole Resident. If you are the sole resident and die during the Lease term, an authorized representative of your estate may terminate the Lease without penalty by giving at least 30 days' written notice. Your estate will be liable for paying rent until the latter of: (A) the termination date or (B) removal of all possessions in the dwelling. Your estate will also be liable for all charges and damages until the dwelling is vacated, and any removal or storage costs.

23. Military Personnel.

23.1 Termination Rights. You may have the right under Texas law to terminate the Lease in certain situations involving military deployment or transfer. You may terminate the Lease if you enlist, are drafted into, or are commissioned in the U.S. Armed Forces. You also may terminate the Lease if:

- (a) you are (1) a member of the U.S. Armed Forces or Reserves on active duty, or (2) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (b) you (1) receive orders for a permanent change of station, (2) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (3) are relieved or released from active duty.

23.2 How to Terminate Under This Par. 23. You must furnish us a copy of your military orders, such as permanent-change-of-station orders, call-up orders, or deployment orders (or letter equivalent). Military permission for base housing doesn't constitute a permanent-change-of-station order. You must deliver to us your written termination notice, after which the Lease will be terminated under this military clause 30 days after the date your next rental payment is due. After your move-out, we'll return your security deposit, less lawful deductions.

23.3 Who May Be Released. For the purposes of this Lease, orders described in (b) under Par. 23.1 above will release only the resident who qualifies under both (a) and (b) above and receives the orders during the Lease term, plus that resident's spouse or legal dependents living in the resident's household. A coresident who is not the spouse or dependent of a military resident cannot terminate under this military clause.

23.4 Your Representations. Unless you state otherwise in Par. 9, you represent when signing this Lease that:

- (a) you do not already have deployment or change-of-station orders;
- (b) you will not be retiring from the military during the Lease term; and
- (c) the term of your enlistment or obligation will not end before the Lease term ends.

You must notify us immediately if you are called to active duty or receive deployment or permanent-change-of-station orders.

23.5 Damages for False Representations. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, minus rents from others received in mitigation under Par. 32.6.

24. Resident Safety and Loss.

24.1 Disclaimer. We disclaim any express or implied warranties of security. We care about your safety and that of other occupants and guests. You agree to make every effort to follow any Security Guidelines Addendum attached to this Lease. *No security system is fall-safe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you take as a matter of common sense and habit.*

24.2 Your Duty of Due Care. You, your occupants, and your guests must exercise due care for your own and others' safety and security, especially in using smoke alarms and other detection devices, door and window locks, and other safety or security devices. Window screens are not for security or to keep people from falling out of windows.

24.3 Alarm and Detection Devices.

(A) *What we'll do.* We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your dwelling. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impaired disability.

(B) *Your duties.* You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. *If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.* You'll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

24.4 Loss. Unless otherwise required by law, we're not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or loss of business or personal income, from any cause, including fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, vandalism, and negligent or intentional acts of residents, occupants, or guests. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, during freezing weather you must for 24 hours a day: (A) keep the dwelling heated to at least 50° Fahrenheit, (B) keep cabinet and closet doors open, and (C) drip hot and cold water faucets. You'll be liable for any damage to our and others' property caused by broken water pipes due to your violating these requirements.

24.5 Crime or Emergency. Immediately dial 911 or call local medical-emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or any other emergency involving imminent harm. You should then contact our representative. None of our security measures are an express or implied warranty of security—or a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you, your occupants, or your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obliged to furnish security personnel, patrols, lighting, gates, fences, or other forms of security unless required by law. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the dwelling. If you, your occupants, or your guests are affected by a crime, you must make a written report to the appropriate local law-enforcement agency and to our representative. You must also give us the law-enforcement agency's incident-report number upon request.

25. Condition of the Premises and Alterations.

25.1 As-Is. We disclaim all implied warranties. You accept the dwelling, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage, sign the form, and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

Your initials: *HM* Initials of Our Representative: *MO*

25.2 Standards and Improvements. You must use customary diligence in maintaining the dwelling and not damaging or littering the outside areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling. Unless our rules state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your Improvements to the dwelling (made with or without our consent) become ours unless we agree otherwise in writing.

25.3 Fair Housing. We are committed to the principles of fair housing. In accordance with fair-housing laws, we'll make reasonable accommodations to our rules, policies, practices, or services. We'll allow reasonable modifications under these laws to give disabled persons access to and use of the dwelling. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any.

26. Requests, Repairs, and Malfunctions.

26.1 Written Requests Required. We'll maintain the dwelling in good order and pay for repair and maintenance subject to the repair procedures set forth in this Lease. You must replace air-conditioning filters monthly and keep the yard clean. *If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written, signed, and delivered to our designated representative* (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair-housing accommodation or modification). Our written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or any other matter doesn't waive the strict requirement for written notices under this Lease.

26.2 Required Notifications. You must promptly notify us in writing of water leaks, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety.

26.3 Utilities. We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

26.4 Air-Conditioning and Other Equipment. Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Your rent will not abate in whole or in part.

26.5 Our Right to Terminate. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 5 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your dwelling or closing it and it will no longer be used for residential purposes for at least 6 months. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

27. Animals.

27.1 No Animals Without Consent. No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the dwelling unless we've given written permission. If we allow an animal, you must sign a separate

animal addendum and, except as set forth in the addendum, pay an animal deposit. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require verification of your disability and the need for such an animal. You must not feed stray or wild animals, or allow an unauthorized animal to be tied to any porch, tree or other object on the premises at any time.

27.2 Violations of Animal Policies.

(A) Charges for violations. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the dwelling at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including delecting, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except attorney's fees and litigation costs) in enforcing animal restrictions and rules.

(B) Removal and return of animal. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the dwelling, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 28. We may keep or kennel the animal, or turn it over to a humane society, local authority, or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. We'll return the animal to you upon request if it has not already been turned over to a humane society, local authority or rescue organization. We have no lien on the animal for any purpose.

28. When We May Enter. If you or any guest or occupant is present, then repairers, servicers, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the dwelling at reasonable times for reasonable business purposes. If nobody is in the dwelling, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the dwelling immediately after the entry.

29. Multiple Residents. Each resident is jointly and severally liable for all Lease obligations, if you or any guest or occupant violates the Lease or rules, all residents are considered to have violated the Lease. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease termination may be given only by a resident. In eviction suits, each resident is considered the agent of all other residents in the dwelling for service of process. Any resident who defaults under this Lease will indemnify the nondefaulting residents and their guarantors.

Replacements

30. Replacements and Subletting.

30.1 When Allowed. Replacing a resident, subletting, or assigning a resident's rights is allowed *only when we consent in writing*. If a departing or remaining resident finds a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (a) a reletting charge will not be due;
- (b) a reasonable administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (c) the departing and remaining residents will remain liable for all Lease obligations for the rest of the original Lease term.

30.2 Procedures for Replacement. If we approve a replacement resident, then, at our option: (A) the replacement resident must sign this Lease with or without an increase in the total security deposit; or (B) the remaining and replacement residents must sign an entirely new Lease. Unless we agree otherwise in writing, the departing resident's security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or to a security-deposit refund, but will remain liable for the remainder of

Your Initials: *ASLM* Initials of Our Representative: *W*

the original Lease term unless we agree otherwise in writing—even if a new Lease is signed.

Responsibilities of Owner and Resident

31. Our Responsibilities.

- 31.1 Generally.** We'll act with customary diligence to:
 - (a) keep outside areas reasonably clean, subject to Par. 25;
 - (b) maintain fixtures, hot water, heating, and air-conditioning equipment;
 - (c) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; and
 - (d) make all reasonable repairs, subject to your obligation to pay for damages for which you're liable.

31.2 Your Remedies. *If we violate any of the above, you may possibly terminate this Lease and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:*

- (a) all rent must be current, and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;
- (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time to repair or remedy; and
- (c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease by giving us a final written notice.

You also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.

- 31.3 Request by Mail.** Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, or by registered mail—after which we'll have a reasonable time to repair or remedy. "Reasonable time" accounts for the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current when you make any request. We'll refund security deposits and prorated rent as required by law.

32. Default by Resident.

- 32.1 Acts of Default.** You'll be in default if: (A) you don't timely pay rent or other amounts you owe; (B) you or any guest or occupant violates this Lease, our rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the dwelling; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor; (F) you are found to have any illegal drugs or paraphernalia in your dwelling; or (G) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

- 32.2 Eviction.** *If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Notice may be given by: (A) regular mail; (B) certified mail, return receipt requested; (C) personal delivery to any resident; (D) personal delivery at the dwelling to any occupant over 16 years old; or (E) affixing the notice to the inside of the dwelling's main entry door. Notice by mail will be considered delivered on the earlier of actual delivery, or 3 days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or a later reletting doesn't release you from liability for future rent or other Lease obligations. *After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, to past or future rent or other sums, or to our continuing with eviction proceedings.*

- 32.3 Acceleration.** Unless we elect not to accelerate rent, all monthly rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal pe-

riod ends, and (B) you haven't paid all rent for the entire Lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

- 32.4 Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (C) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease of a new resident who can't occupy because of the holdover; and (D) at our option, we may extend the Lease term—for up to one month from the date of notice of Lease extension—by delivering written notice to you or your dwelling while you continue to hold over.

- 32.5 Other Remedies.** We may report unpaid amounts to credit agencies. If we or a third-party debt collector we use tries to collect any money you owe us, you agree that we or the debt collector may call you on your cellphone and may use an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. Upon your default, we have all other legal remedies, including Lease termination and statutory lockout under Texas Property Code sec. 92.0081, *except as lockouts and liens are prohibited by Texas Government Code sec. 2306.6738 for owners supported by housing-tax-credit allocations.* A prevailing party may recover reasonable attorney's fees and all other litigation costs from the nonprevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. You agree that late charges are liquidated damages representing a reasonable estimate of the value of our time, inconvenience, and overhead associated with collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline.

- 32.6 Mitigation of Damages.** If you move out early, you'll be subject to Par. 10 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all later rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

33. Other Important Provisions.

- 33.1 Representatives' Authority; Waivers; Notice.** *Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing.* Any dimensions and sizes provided to you relating to the dwelling are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should keep a copy of the memo, letter, or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed. Unless this lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing may be given electronically subject to our rules.

Your Initials

[Handwritten initials]

Initials of Our Representative

[Handwritten initials]

33.2 Miscellaneous. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or non-duty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the dwelling is located. Neither an invalid clause nor the omission of initials on any page invalidates this Lease. If you have insurance covering the dwelling or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to."

34. Payments. Payment of each sum due is an independent covenant. When we receive money, other than sale proceeds under Par. 14 or utility payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept any payments.

35. TAA Membership. We represent that, at the time of signing this Lease, we, the management company representing us, or any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the dwelling is located. The member is either an owner/management-company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 8). If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

When Moving Out

36. Move-Out Notice.

36.1 Requirements and Compliance. Your move-out notice doesn't release you from liability for the full term of the Lease or renewal term. You'll still be liable for the entire Lease term if you move out early except under Par. 9, 17, 22, 23, or 31. **Your move-out notice must comply with each of the following:**

- (a) We must receive advance written notice of your move-out date. You must give notice in advance by at least the number of days required in Par. 3 or in special provisions—even if the Lease has become a month-to-month lease. Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, it will suffice for move-out on the last day of that month, as long as all other requirements below are met.
- (b) Your move-out notice must be in writing. An oral move-out notice will not be accepted and will not terminate your Lease.
- (c) Your move-out notice must not terminate the Lease sooner than the end of the Lease term or renewal period.
- (d) If we require you to give us more than 30 days' written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 30 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move-out is required.

36.2 Unacceptable Notice. Your notice is not acceptable if it doesn't comply with all of the above. We recommend that you use our written move-out form to ensure that you provide all the information needed. You must get from us a written acknowledgment of your notice. If we fail to give a reminder notice, 30 days' written notice to move out is required. If we terminate the Lease, we must give you the same advance notice—unless you are in default.

37. Move-Out Procedures. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Par. 10 and 32. You're prohibited by law from applying any security deposit to rent. You can't stay beyond the date you're supposed to move out. All residents, guests, and occupants must surrender or abandon the dwelling before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

38. Cleaning. You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

39. Move-Out Inspection. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

40. Security Deposit Deductions and Other Charges. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the dwelling and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the dwelling when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Par. 14; removing or booting illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 6 and 27; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices referenced in Par. 5 if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 32; and (C) a reletting fee if you've violated Par. 10.

41. Deposit Return, Surrender, and Abandonment.

41.1 Your Deposit. We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise.

41.2 Surrender. You have **surrendered** the dwelling when: (A) the move-out date has passed and no one is living in the dwelling in our reasonable judgment; or (B) dwelling keys and access devices listed in Par. 5 have been turned in to us—whichever happens first.

41.3 Abandonment. You have **abandoned** the dwelling when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (C) you've been in default for nonpayment of rent for 5 consecutive days; or water, gas, or electric service for the dwelling not connected in our name has been terminated or transferred; and (D) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the dwelling abandoned. An dwelling is also considered abandoned 10 days after the death of a sole resident.

41.4 The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the dwelling; determine any security-deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling (Par. 14), but don't affect our mitigation obligations (Par. 32).

Your Initials: *RP UM* Initials of Our Representative: *WQ*

SUMMARY OF KEY INFORMATION

The lease will control if there's a conflict with this summary.

■ Address: <u>9818 A Jordan</u>		Unit # _____
■ Beginning date of Lease (Par. 3) <u>04/30/2015</u>	■ Ending date of Lease (Par. 3) <u>04/29/2016</u>	
■ Number of days notice for termination (Par. 3) <u>30</u>	■ Consent for guests staying more than <u>14</u> days (Par. 2)	
■ Total security deposit (Par. 4) \$ <u>700.00</u>	■ Animal deposit (if any) \$ <u>300.00</u>	

■ Security deposit (Par. 4) does OR does not include an animal deposit.
 ■ Security deposit refund check will be by (Par. 4) (check one) one check jointly payable to all residents (default), OR one check payable to and mailed to _____

■ # of keys/access devices (Par. 5) for 2 unit, _____ mailbox, _____ other _____

■ Your move-out notice will terminate Lease on (Par. 5): (check one) last day of month OR exact day designated in notice

■ Check here if the dwelling is to be furnished (Par. 5) ■ Check here if there is a concession addendum

■ Rent to be paid (Par. 6): (check all that apply) at 6023 82nd St. Ste. 6 Lubbock, TX 79424
 AND payable to owner or WestMark Leasing

■ Check here if included in monthly rent: garage, storage, carport, washer/dryer, or other _____

■ Total monthly rent (Par. 6) \$ <u>900.00</u>	■ Prorated rent (Par. 6) for (check one)
■ Late charges if rent is not paid on or before (Par. 6) <u>3rd</u>	<input checked="" type="checkbox"/> first month OR <input type="checkbox"/> second month \$ <u>30.00</u>
■ Initial late charge (Par. 6) \$ <u>40.00</u>	■ Daily late charge (Par. 6) \$ <u>10.00</u>
■ Returned-check charge (Par. 6) \$ <u>30.00</u>	■ Animal violation charges (Par. 6)
■ Monthly animal rent (if any) \$ <u>0.00</u>	Initial \$ <u>100.00</u> Daily \$ <u>10.00</u>
■ Monthly pest control (if any) \$ _____	■ Monthly trash / waste (if any) \$ _____
■ Repair or service call fee (Par. 6) \$ <u>0.00</u>	

■ Who provides trash receptacle (Par. 12): (check one) you, us, city utility, other _____

■ Who replaces broken or missing trash receptacle (Par. 12): (check one) you OR us

■ Utility connection charge (Par. 12) \$ 50.00 ■ You are: (check one) required to buy insurance OR not required to buy insurance (Par. 8)

■ Agreed reletting charge (Par. 10) \$ 765.00

■ Special provisions (Par. 9): Owner will have carpets professionally cleaned upon move-out at tenants expense. Tenant will change A/C filter monthly. Rent to be paid in one check. No smoking in dwelling.

Signatures and Attachments

42. **Attachments.** We will provide you with a copy of the Lease as required by statute. This may be in paper format, in an electronic format if you request it, or by email if we have communicated by email about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease and are binding even if not initialed or signed.

- Access Gate Addendum
- Additional Special Provisions
- Allocation Addendum for: electricity water gas central system costs trash/recycling cable/satellite stormwater/drainage services/government fees
- Animal Addendum
- Asbestos Addendum (if asbestos is present)
- Bed Bug Addendum
- Early Termination Addendum
- Enclosed Garage, Carport, or Storage Unit Addendum
- Intrusion Alarm Addendum
- Inventory & Condition Form
- Lead Hazard Information and Disclosure Addendum
- Lease Contract Guaranty (guaranties, if more than one)
- Legal Description of Dwelling (optional, if rental term longer than one year)
- Military SCRA Addendum
- Mold Information and Prevention Addendum
- Move-Out Cleaning Instructions
- Notice of Intent to Move Out Form
- Owner's Rules or Policies
- Parking Permit or Sticker (quantity: _____)
- Rent Concession Addendum
- Renter's or Liability Insurance Addendum
- Repair or Service Request Form
- Satellite Dish or Antenna Addendum
- Security Guidelines Addendum
- PUC Tenant Guide to Water Allocation
- Utility Submetering Addendum: electricity water gas
- Other RESIDENTIAL GUIDELINES
- Other _____
- Other _____
- Other _____

Name, address and telephone number of locator service (if applicable) — must be completed to verify TAA membership under Par. 35):

WestMark Leasing
6023 82nd St. Ste. 6
Lubbock, TX 79424
(806) 794-5800

Your initials: PPM Initials of Our Representative: WA

You are legally bound by this document.
 Please read it carefully.
 A facsimile or electronic signature on this Lease is as binding as an original signature.
 Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney.
 Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.
 You are entitled to receive a copy of this Lease after it is fully signed. Keep it in a safe place.
 This lease is the entire agreement between you and us.
 You are NOT relying on any oral representations.

Resident or Residents (all sign below)

<u>Kelly Peters</u>	<u>4/30/15</u>
(Name of Resident)	Date signed
<u>Juliana May</u>	<u>4/30/15</u>
(Name of Resident)	Date signed
_____	Date signed
(Name of Resident)	Date signed
_____	Date signed
(Name of Resident)	Date signed

Owner or Owner's Representative (signing on behalf of owner)

[Signature]
 Address and phone number of owner's representative for notice purposes
6023 82nd St. Ste. 6
Lubbock, TX 79424
(806) 794-5800

After-hours phone number (806) 441-4088
 (Always call 911 for police, fire, or medical emergencies.)
 Date form is filled out (same as on top of page 1) 04/20/2015



Mold Information and Prevention Addendum

Date of Lease: April 20, 2015
(When the Lease is filed out)

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.

1. Addendum. This is an addendum to the Lease Contract executed by you, the resident or residents, on the dwelling you have agreed to rent.

That dwelling is: Unit # _____
 at _____

(name of apartment)

or other dwelling located at: 9818 A Jordan

(street address of house, duplex, etc.)

City/State/Zip where dwelling is located: Lubbock, TX

79423

2. About Mold. Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without molds we would all be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow inside a dwelling when excess moisture is present. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

3. Preventing Mold Begins with You. To minimize the potential for mold growth in your dwelling, you must:

- Keep your dwelling clean—particularly the kitchen, the bath-rooms, carpets, and floors. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.
- Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines—especially if the leak is large enough for water to seep into nearby walls. If your dwelling has them, turn on exhaust fans in the bath-room before showering and in the kitchen before cooking with open pots. Also when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bath-room walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air-conditioning or heat-ing-system problems you discover. Follow any of our rules about replacing air filters. It's also good practice to open windows and doors periodically on days when the outdoor weather is dry (i.e. humidity is below 50%) to help humid areas of your dwelling dry out.
- Promptly notify us in writing of any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation as neces-sary.

4. Avoiding Moisture Buildup. To avoid mold growth, it's important to prevent excess moisture buildup in your dwelling. Failing to promptly attend to leaks and moisture accumulations on dwelling surfaces can encourage mold growth, especially in places where they might get inside walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level.
- overflows from showers, bathtubs, toilets, sinks, washing ma-chines, dehumidifiers, refrigerator or air-conditioner drip pans, or clogged air-conditioner condensation lines.
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks.
- washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open-pot cooking.
- leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

5. Cleaning Mold. If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide such as Lysol Disinfectant, Original Pine-Sol Cleaner, Tilex Mold & Mildew Remover or Clorox Clean-up Cleaner + Bleach. (Note two things: First, only a few of the common house-hold cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any mold you see—mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets—provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes.

6. Warning for Porous Surfaces and Large Surfaces. Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051, et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

7. Compliance. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions about this addendum, please contact us at the man-agement office or at the phone number shown in your Lease Contract.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

Resident or Residents (all sign below)

Lincoln Mender 4/30/15
(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

Owner or Owner's Representative (sign below)

[Signature] _____
Date signed

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.



Bed Bug Addendum

Date of Lease: April 20, 2015 (When the Lease is Filed out)

Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This addendum outlines your responsibility and potential liability when it comes to bed bugs. It also gives you some important information about them.

1. Addendum. This is an addendum to the Lease Contract that you, the resident or residents, signed on the Lease Contract that you, the resident or residents, signed on the Lease Contract that you have agreed to rent. That dwelling is: Apt. # _____ at _____ (name of apartment) or other dwelling located at 9919 A Jordan

_____ (street address of house, duplex, etc.) Lubbock (City) TX (state) 79423 (zip)

2. Purpose. This addendum modifies the Lease Contract to address any infestation of bed bugs (Cimex lectularius) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum

3. Inspection. (Check one) [] You have inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation. OR [] You will inspect the dwelling within 48 hours after moving in or signing this addendum and will notify us of any bed bugs or bed-bug infestation.

4. Infestations. We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling. You must read the information on the back of this addendum and then certify one of the following statements. (check one)

[] You are not aware of any infestation or presence of bed bugs in your current or previous apartment, home, or dwelling or in any of your furniture, clothing, personal property, or possessions, nor have you been exposed to any bed-bug infestation or presence. OR [] If you previously lived anywhere that had a bed-bug infestation, all your personal property (including furniture, clothing, and other belongings) has been treated by a licensed pest-control professional and is now free of further infestation.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. Describe here any previous bed-bug infestation that you may have experienced _____

5. Access for Inspection and Pest Treatment. You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Si-

multaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

6. Notification. You must promptly notify us: • of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property; • of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling; AND • if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

7. Cooperation. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. Responsibilities. You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control, if we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. Transfers. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below) [Signature] (Name of Resident) _____ Date signed _____ [Signature] (Name of Resident) _____ Date signed _____ [Signature] (Name of Resident) _____ Date signed _____ [Signature] (Name of Resident) _____ Date signed _____

Owner or Owner's Representative (sign below) [Signature] Date signed _____

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

LEASE ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT

1. Addendum. This is an addendum to the lease between you and us for Apt. No. in the Apartments in OR the house, duplex, etc. located at (street address) 2818 A Jordan in Lubbock, Texas.

2. Garage, carport, or storage unit. You are entitled to exclusive possession of (check as applicable) garage or carport attached to the dwelling, garage space number(s), carport space number(s), and/or storage unit number(s).

The monthly rent in paragraph 6 of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum.

3. Use restrictions. Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit.

4. No dangerous items. In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard.

5. No smoke, fire, or carbon monoxide detectors. No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.

6. Garage door opener. If an enclosed garage is furnished, you will/will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of

any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a fine of \$, which will be deducted from your security deposit.

7. Security. We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

8. Insurance and loss/damage to your property. Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.

9. Compliance. We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

10. No lock changes, alterations, or improvements. Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

11. Move-out and remedies. Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to paragraph 14 of the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you.

Resident or Residents (All Residents must sign) Kelly Peters, Lindsay Manday

Owner or Owner's Representative (Signs Below)

Date of Lease Contract April 20, 2015

Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by the resident or residents at the time of application for rental.

The Lease Contract to be used must be the latest version of the Apartment Lease, the Individual Lease, or the Condominium/Townhome Lease, unless an earlier version is initiated by residential or commercial application. Use check box to indicate which version will be used for the following information:

Names of all residents who will sign the Lease Contract: Kelly Peters, Lindsay Menendez, Laucha Barragan

Name of owner or lessor: Laucha Barragan

Property name and size of dwelling: 3bedrm, 2bath duplex

Complete street address: 4818 A Jordan Lubbock, TX 79423

City/State/Zip: Lubbock, TX 79423

Names of all other occupants (including Lease Contract tenants, work or family relatives, friends, etc.): Jacob Menendez, Valeria Alvarez

Total number of residents and occupants: 4

Our consent is necessary for guests staying longer than 14 days

Beginning date and ending date of Lease Contract: 4-30-15 to 4-29-16

Number of days' notice for termination: 30

Total security deposit: \$700 Annual deposit: \$220

Initial deposit for: Rent, Utilities, Other

Total monthly rent for dwelling unit: \$900

Rent to be paid: at the owner/manager's office, through our online payment site, OR Mail: 6023 3rd #6

Prorated rent for: first month OR second month: 30.00

Date (lease payment first payment on) before 3rd

Water rate charges: 40.00 Daily rate charge: 1.40

Refunded check charge: 30.00

Normal rules violation charges: Total \$ 100.00 Daily \$ 1.00

The dwelling is to be furnished OR unfurnished

Utilities paid by owner check all that apply: Electricity, Gas, Water, Sewer/water, Cable/satellite, Master antenna, Internet, Dishwasher, Air conditioning

Utility rates per charge: 30.00

You are required to buy insurance, not required to buy insurance.

Agreed rental charge: 765.00

Security deposit on check will be by check cash

Security check jointly payable to all residents tenant, OR one check payable to landlord

You agree our office will terminate Lease Contract on check cash

First day of the month OR specific day designated in your move-out notice

If the dwelling unit is a house or duplex, owner will be responsible under paragraphs 12 of the Lease Contract for lawn/plant maintenance, lawn/plant watering, lawn/plant fertilization, picking up trash from grounds, trash receptacles. You will be responsible for anything not checked here.

You will be responsible for the first 4 of each repair.

Special provisions (extra parking, storage, etc.) (see attached page, if necessary): Carpet cleaning, full deep cleaning, no smoking.

Application Agreement

- Lease Contract Information.** The Lease Contract contemplated by the parties is attached. If the Lease Contract is attached, the Lease Contract will be the current Lease Contract noted above. Special information and conditions must be explicitly noted on an attached lease contract that the contemplated lease information is at variance.
- Application Fee (may or may not be refundable).** You have delivered to our representative an application fee in the amount indicated for paragraph 14 below, and this payment partially defrays the cost of administrative paperwork.
- Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated in paragraph 14. The application deposit is not a security deposit, but it will be refunded toward the required security deposit when the Lease Contract has been signed by all parties. OR it will be refunded under paragraph 10 if you are not approved. OR it will be returned by cash as liquidated damages if you fail to give an attempt to withdraw under paragraph 12, if you fail to answer any question, or if you give false information.
- Approval When Lease Contract is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve your application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the Application deposit of all applicants toward the required security deposit.
- Approval When Lease Contract isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve your application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
- If You Fail to Sign Lease After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within three days after we give you our approval in person, by telephone, or by email, or within five days after we mail you our approval, if you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages and terminate all further obligations under this agreement.
- If You Withdraw Before Approval.** You and any co-applicants may not withdraw your application or the application deposit if, before signing the Lease Contract, you or any co-applicant withdraws an application or notifies us that you've changed your mind about renting the dwelling unit. We will be entitled to

- retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
- Completed Application.** An application will not be considered completed until all of the processes listed below have been provided to us unless otherwise noted. A completed application has been fully filled out and signed by you and each co-applicant. If an application fee has been paid to us: an application deposit has been paid to us. If no items are checked, all are necessary for the application to be considered completed.
- Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed application. Your application will be considered disapproved if we fail to notify you of your approval within seven days after we have received a completed application. We may notify you personally by mail or by telephone unless you have specified that notification should be by mail. You must not assume approval until you receive actual notice of approval.
- Refund After Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we will refund all application deposits within 30 days (not to exceed 30 days; 10 days if left blank) of such date; previous refund checks may be made payable to all co-applicants and mailed to our applicant.
- Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 9, 10 or 11 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
- Notice to or from Co-applicants.** Any notice we give you or your co-applicant is considered not to be to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
- Keys or Access Devices.** We'll furnish keys and access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all application fees and security deposits have been paid in full.
- Receipt.** Application fee (may or may not be refundable): \$ 765.00
Application deposit (may or may not be refundable): \$ 700.00
Administrative fee (refundable only if not approved): \$ 0.00
Total amount of fees on application deposit: \$ 0.00
Total amount of fees we've received to this date: \$ 765.00
- Signature.** Our representative's signature indicates our acceptance only of the above application agreement. It does not bind us to approve your application or to sign the proposed Lease Contract.

If you are seriously ill or injured, what doctor may we notify? (We are not responsible for providing medical information to doctors or emergency personnel.)
Name: _____
Important medical information in emergency: _____

Acknowledgment. You declare that all your statements on the first page of this application are true and complete. You authorize us to verify your information through any means, including consumer-reporting agencies and other rental housing owners. You acknowledge that you had an opportunity to review our rental selection criteria, which include reasons your application may be denied, such as criminal history, credit history, current income, and rental history. You understand that if you do not meet our rental selection criteria or if you fail to answer any question or give false information, we may reject the application, retain all application fees, administrative fees, and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application of Lease Contract, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time forward information to consumer-reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

Right to Review the Lease. Before you submit an application or pay any fees or deposits, you have the right to review the Rental Application and Lease Contract, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties. You are entitled to a copy of the Lease Contract after it is fully signed.

Applicant's Signature: Kelly Peters Date: 4/15/15
Signature of Spouse: _____ Date: _____
Signature of Owner's Representative: _____ Date: _____

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street/city): 4818 A Jordan

2. Person receiving application: A Stewart

3. Person processing application: A Stewart

4. Note that the applicant and co-applicant was notified (by letter or by telephone) of the terms and conditions of the application and of the consequences of non-compliance with the application and of the consequences of non-compliance with the application and of the consequences of non-compliance with the application.

5. Name of person or persons notified (if there are more than one applicant, all names of the person(s) to be notified): A Stewart

6. Name of owner's representative who notified the applicant: A Stewart

Unit # or type: 3bed/2bath duplex
Phone: 806-233-7266
Phone: 806-233-7266

In re: Laura Cristina Barragan	Debtor(s).	CHAPTER: 11 CASE NUMBER: 2:15-bk-29156-NB
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
**18000 Studebaker Road
Suite 325
Cerritos, CA 90703**

A true and correct copy of the foregoing document entitled (*specify*): CHAPTER 11 DEBTORS' MOTION FOR ORDER:(1) AUTHORIZING SALE OF REAL PROPERTY, PURSUANT TO 11 U.S.C. §§ 363(b)
RE: 91818 Jordan Ave, Lubbock, Tx 79423(2) APPROVING OVERBID PROCEDURES; (3) DEEMING BUYER TO BE GOOD FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(m); (4) AUTHORIZING DISBURSEMENT OF SALE PROCEEDS TO PAY, SECURED CLAIMS, COSTS OF SALE, ADMINISTRATIVE FEES, PROPERTY TAXES, AND BROKER'S COMMISSION; (5) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF THE LEASES WITH TENANTS (6) WAIVING THE 14-DAY STAY IMPOSED BY FEDERAL RULES OF BANKRUPTCY PROCEDURE 6004 AND 6006; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF ONYINYE N. ANYAMA, LAURA CRISTINA BARRAGAN IN SUPPORT THEREOF will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 4/28/2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Onyinye N Anyama on behalf of Debtor Laura Cristina Barragan
onyi@anyamalaw.com, anyamainfo@gmail.com; info_anyama@ecf.courtdrive.com

Matthew R. Clark on behalf of Creditor Ocwen Loan Servicing, LLC
mclark@rasflaw.com, ras@ecf.courtdrive.com; bkyecf@rasflaw.com

Matthew R. Clark on behalf of Creditor U.S. Bank National Association
mclark@rasflaw.com, ras@ecf.courtdrive.com; bkyecf@rasflaw.com

Wendy Yvonne Duncan on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW
wendy.duncan@shellpointmtg.com, mtgbk@shellpointmtg.com

Mary Elizabeth Heard on behalf of Creditor Propel Financial Services, LLC, Agent and Attorney in Fact for PFS Tax Lien Trust 2014-1
meheard@legalcounseltexas.com, bill@legalcounseltexas.com

Dare Law on behalf of U.S. Trustee United States Trustee (LA)
dare.law@usdoj.gov

Erin M McCartney on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OA4 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OA4
bankruptcy@zbslaw.com, emccartney@ecf.courtdrive.com

Kelly M Raftery on behalf of Creditor Bank of New York Mellon, f/k/a Bank of New York, as Trustee, on behalf of the registered holders of Alternative Loan Trust 2007-OA4, Mortgage Pass-Through Certificates, Series 2007-OA4, its assignees
bknotice@mccarthyholthus.com, kraferty@ecf.courtdrive.com

Melanie Scott on behalf of U.S. Trustee United States Trustee (LA)
melanie.scott@usdoj.gov

United States Trustee (LA)
ustpreion16.la.ecf@usdoj.gov

Service information continued on attached page

In re: Laura Cristina Barragan Debtor(s).	CHAPTER 11 CASE NUMBER 2:15-bk-29156-NB
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2. SERVED BY UNITED STATES MAIL:

On 4/28/2017, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Secured and Twenty Largest Unsecured Creditors
Judge's Copy- Hon. Neil Bason-255 E. Temple Street, Suite 1552 / Courtroom 1545
Los Angeles, CA 90012

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

April 28, 2017
Date

Elizabeth Cruz
Printed Name

/s/Elizabeth Cruz
Signature

Debtors

Laura Barragan
7516 Kilgarry Avenue
Pico Rivera, Ca 90660

Debtors Attorney

Onyinye N. Anyama
Anyama Law Firm, A Professional Corporation
18000 Studebaker Road,
Suite 325
Cerritos, CA 90703

Attorney for Trustee:

Melanie Scott Green
Office of the United States Trustee
915 Wilshire Boulevard, Suite 1850
Los Angeles, CA 90071

Secured Creditors

Attorney for Ocwen Loan Servicing, LLC
Matthew R. Clark, Esq.

Robertson, Anschutz, & Schneider, P.L.
11622 EL CAMINO REAL, SUITE 100
SAN DIEGO, CALIFORNIA 92130

Ocwen Loan Servicing, LLC (**via certified mail**)
Attn: Corporate Officer
1661 Worthington Rd, Ste 100
West Palm Beach, FL 33409

Select Portfolio Servicing (**via certified mail**)
Attn: Corporate Officer
3815 S. West Temple
Salt Lake City, UT 84115

Corporation Service Company which will do
business
In California as CSC Service as Agent for Service for
Select Portfolio Servicing
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Mary Elizabeth Heard
Akin Gump Strauss Hauer & Feld LLP
300 Convent Street, Suite 1600
San Antonio, Tx 78205-3732

Propel Funding, LLC
Retax Funding Co
14785 Preston Rd # 495
Dallas, Tx 75254

Twenty Largest Unsecured Creditors
(Note this category also contains all general unsecured creditors)

Cbe Group
1309 Technology Pkwy
Cedar Falls, IA 50613

Chase Card
201 N. Walnut St// Del-1027
Wilmington, DE 19801

Fed Loan Serv
P.o Box 60610
Harrisburg, PA 17106

Modern Adjustment Bure
6226 Vineland Ave
North Hollywood, CA 91606

Receivables Performance
20816 44th Ave West
Lynnwood, WA 98036

Western Progressive Trustee, LLC
1000 Abernathy Rd NE Bldg 400
Ste 200
Atlanta, GA 30328