PER02222

Loan File: PER02222

Borrower: ROBERT PERRY

Mortgage Co Closing Instructions

Dear Wayne,

Your scheduled closing date is 4/19/2008 at Houston. Please return all documents before May 25, 2008.

Please print a copy of this package and leave it with the borrowers. Did the borrower sign all spaces designated? Did all borrowers sign exactly as names are printed? Are all dates correct? Please print your name under your signature on notarized documents.

Document List

Affidavits Both borrowers sign. *** You notarize only the first page ***.

County executes second page. There may be up to six affidavits.

Deed of Trust Both borrowers initial all pages. You notarize the bottom portion of page six.

Borrowers sign page six.

EandO form/Delayed Funding Notice Must be notarized. Both borrowers sign.

Application for Texas Tax Lien Have both borrowers fill out and sign.

HUD Signature required, Mortgage Cosigns as the settlement agent.

Note Borrower initials on first page, signature required on second

Notice of Right to Cancel Two copies unsigned to them and one signed copy to us for each

borrower. Be sure to have them sign the bottom and date it.

Patriot Act Disclosure Two forms of ID. If they do not have it, Mortgage Co can complete the

second part of the ID with the property tax bill. One for each borrower.

TIL Requires signature.

TIL Disclosure Statement Requires signature.

<u>Itemization</u> Requires signature.

Payment Coupon Please have the borrowers initial this form.

<u>Servicing Disclosure</u> Two pages. Both borrowers sign second pag

<u>Authorization Information</u> Both borrowers to sign

<u>Limited Power of Attorney</u> Must be notarized. Both borrowers sign.

W-9 Requires signature of first borrower only. Have borrower write in social security no.

If you are not in the Dallas Metroplex, please fax all documents to (972)390-9018 before you overnight the package.

Return Documents to:

Phone

(972)390-9018 Fax

Please use our FedEx account to return package to us. If you don't have UserID and password, please email

taxloans@Agee Softwaretaxrelief.com

These documents must be notarized in order to fund the transaction: Deed of Trust, Affidavits authorizing payment of Taxes, and EandO/Funding Notice.

If you have any issues with this loan, call Allen Agee at

Figure 7 TAC §89.701(c)

STATE OF TEXAS	§	After recording, return to:
COUNTY OF Fort Bend	§	Mortgage Co
	§	710 Bluebonnet Dr Allen, TX 75002
	§	

SWORN DOCUMENT AUTHORIZING TRANSFER OF TAX LIEN

Before me, the undersigned notary, on this day personally appeared ROBERT PERRY and Guadalupe PERRY, known to me to be the person(s) whose name(s) is/are subscribed below, and being duly sworn, upon oath deposed and stated as follows:

My name is ROBERT PERRY and Guadalupe PERRY. I am over 18 years of age and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I or the entity I represent owns the real property described as follows:

Account No. or Property ID No: 4298040030777777

Legal Description: KINGSBRIDGE VILLAGE SEC 4, BLOCK 31, Lot 439

Street Address, if applicable: 15 MAIN ST, Houston, TX 77083

tax lien on the owner's property has been transferred to the Transferee.

Amount Paid for Transfer (including taxes, \$2,827.48

penalties, interest and collection costs):

Tax Years: 2007

Transferee's Name: Mortgage Co, 710 Bluebonnet Dr, Allen, TX 75002

OCCC Property Tax License Lender No

OR Exemption Information:

14133-55307

Transferee's Street Address: 710 Bluebonnet Dr, Allen, TX 75002

Pursuant to Texas Tax Code §32.06, I hereby authorize the above-named transferee or transferee's agent (the "Transferee"), to pay all taxes, penalties, interest, and collection costs imposed by any and all local taxing units or their agents on the real property, described above, for the tax years listed above. I further authorize and direct the tax assessor-collector(s) for said taxing units to issue a tax receipt with the collector's seal of office or notarized signature to the Transferee and to certify that 1) the taxes and any penalties and interest on the subject property and collection costs have been paid by the transferee on behalf of the owner; and 2) the

"I have been given notice that if this property is my homestead and I am disabled, I may be eligible for a tax deferral under Texas Tax Code §33.06"

Property Owner Or Authorized Representative	ROBERT PERRY	Date	Signed
		Representativ	ve Capacity (if applicable)
	Guadalupe PERRY	Date	e Signed
		Representati	ve Capacity (if applicable)
SUBSCRIBED AND SWORN TO BEFORE	E ME on this, the	day of	, 20
No	tary Public, State of Texas		

LoanID 2222 A1

Figure 7 TAC §89.702(c)

STATE OF TEXAS	§	DATE 04/19/2008		
COUNTY OF Fort Bend	§			
CERTIFIED STATEME	CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN			
Account No. or Property ID No.:	4298040030777777			
Legal Description:	KINGSBRIDGE VILLAGE SEC	4, BLOCK 31, Lot 439		
Street Address, if applicable:	15 MAIN ST, Houston, TX 7708	3		
Taxing Unit(s):	Fort Bend Co Drainage, Fort Be	nd Co Gen FND, Fort Bend ISD		
Amount Paid for Transfer (including taxes, penalties, interest and collection costs):	\$2,827.48			
Tax Years:	2007			
Property Owner's Name:	ROBERT PERRY and Guadalup	e PERRY		
Transferee's Name:	Mortgage Co			
Transferee's Street Address:	710 Bluebonnet Dr, Allen, TX 7	5002		
County collects ad valorem taxes, certify that has made payment of the amount listed above above as consideration for a transfer of the ta property for the tax years listed above are her Code §32.06. I have issued a receipt to Transfor the transfer in the amount of taxes, penalti	e to the above named taxing units x lien(s) and that the tax lien(s) he eby transferred to Transferee in a feree in conjunction with this cert es, interest, and collection costs.	s on the property described eld by taxing units on the accordance with Texas Tax		
Patsy S	Schultz			
Fort Be	end County, Tax Assessor-Collect	tor		
BY:(S	ignature of COLLECTOR OR DEI	PUTY)		
SUBSCRIBED AND SWORN TO BEFORE M	E onI	by		
Patsy Schultz		·		
(Insert NAME OF COLLECTOR OR DEPUTY	SIGNING ABOVE).			
After recording, return to:	Notary Public, State of Texas			

Mortgage Co 710 Bluebonnet Dr Allen, TX 75002

Figure 7 TAC §89.701(c)

STATE OF TEXAS	§	After recording, return to:
COUNTY OF Fort Bend	§	Mortgage Co 710 Bluebonnet Dr
	§	Allen, TX 75002
	§	

SWORN DOCUMENT AUTHORIZING TRANSFER OF TAX LIEN

Before me, the undersigned notary, on this day personally appeared ROBERT PERRY and Guadalupe PERRY, known to me to be the person(s) whose name(s) is/are subscribed below, and being duly sworn, upon oath deposed and stated as follows:

My name is ROBERT PERRY and Guadalupe PERRY. I am over 18 years of age and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I or the entity I represent owns the real property described as follows:

Account No. or Property ID No: 4298040030777777

Legal Description: KINGSBRIDGE VILLAGE SEC 4, BLOCK 31, Lot 439

Street Address, if applicable: 15 MAIN ST, Houston, TX 77083

Amount Paid for Transfer (including taxes, \$2,827.48

penalties, interest and collection costs):

Tax Years: 2007

Transferee's Name: Mortgage Co, 710 Bluebonnet Dr, Allen, TX 75002

OCCC Property Tax License Lender No

OR Exemption Information:

14133-55307

Transferee's Street Address: 710 Bluebonnet Dr, Allen, TX 75002

Pursuant to Texas Tax Code §32.06, I hereby authorize the above-named transferee or transferee's agent (the "Transferee"), to pay all taxes, penalties, interest, and collection costs imposed by any and all local taxing units or their agents on the real property, described above, for the tax years listed above. I further authorize and direct the tax assessor-collector(s) for said taxing units to issue a tax receipt with the collector's seal of office or notarized signature to the Transferee and to certify that 1) the taxes and any penalties and interest on the subject property and collection costs have been paid by the transferee on behalf of the owner; and 2) the tax lien on the owner's property has been transferred to the Transferee.

"I have been given notice that if this property is my homestead and I am disabled, I may be eligible for a tax deferral under Texas Tax Code §33.06 "

Property Owner Or Authorized Representative	ROBERT PERRY	Date Signed	
		Representative Capacity (if ap	 plicable)
	Guadalupe PERRY	Date Signed	
		Representative Capacity (if ap	 plicable)
SUBSCRIBED AND SWORN TO BEFORE	ME on this, the	day of , 20	_•
Not	ary Public, State of Texas		

LoanID 2222 A1

Figure 7 TAC §89.702(c)

STATE OF TEXAS	§	DATE 04/19/2008
COUNTY OF Fort Bend	§	
CERTIFIED STATEMEN	IT OF TRANSFER OF TAX	LIEN
Account No. or Property ID No.:	4298040030777777	
Legal Description:	KINGSBRIDGE VILLAGE SE	C 4, BLOCK 31, Lot 439
Street Address, if applicable:	15 MAIN ST, Houston, TX 77	083
Taxing Unit(s):	Fort Bend Co Drainage, Fort I	Bend Co Gen FND, Fort Bend ISD
Amount Paid for Transfer (including taxes, penalties, interest and collection costs):	\$2,827.48	
Tax Years:	2007	
Property Owner's Name:	ROBERT PERRY and Guada	lupe PERRY
Transferee's Name:	Mortgage Co	
Transferee's Street Address:	710 Bluebonnet Dr, Allen, TX	75002
I, Patsy Schultz, tax assessor-collector for Fort County collects ad valorem taxes, certify that the has made payment of the amount listed above above as consideration for a transfer of the tax property for the tax years listed above are here Code §32.06. I have issued a receipt to Transfer the transfer in the amount of taxes, penaltic	he above named transferee or to the above named taxing ur clien(s) and that the tax lien(s) by transferred to Transferee in feree in conjunction with this co	transferee's agent ('Transferee') hits on the property described held by taxing units on the n accordance with Texas Tax ertification reflecting the payment
Patsy S	Schultz	
Fort Be	nd County, Tax Assessor-Coll	ector
(Si	gnature of COLLECTOR OR E	DEPUTY)
SUBSCRIBED AND SWORN TO BEFORE ME	on	by
(Insert NAME OF COLLECTOR OR DEPUTY	SIGNING ABOVE).	 -
-	Notary Public. State of Texas	

After recording, return to: Mortgage Co 710 Bluebonnet Dr Allen, TX 75002

Figure 7 TAC §89.701(c)

STATE OF TEXAS	§	After recording, return to:
COUNTY OF	8	Mortgage Co
Fort Bend	3	710 Bluebonnet Dr
1 of Bend	§	Allen, TX 75002
	§.	

SWORN DOCUMENT AUTHORIZING TRANSFER OF TAX LIEN

Before me, the undersigned notary, on this day personally appeared ROBERT PERRY and Guadalupe PERRY, known to me to be the person(s) whose name(s) is/are subscribed below, and being duly sworn, upon oath deposed and stated as follows:

My name is ROBERT PERRY and Guadalupe PERRY. I am over 18 years of age and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I or the entity I represent owns the real property described as follows:

Account No. or Property ID No: 34/429804003777

Legal Description: Kingsbridge village Sec 4, Block 13, Lot439

Street Address, if applicable: 15 MAIN ST, Houston, TX 77083

Amount Paid for Transfer (including taxes, \$832.21

penalties, interest and collection costs):

Tax Years: 2007

Transferee's Name: Mortgage Co, 710 Bluebonnet Dr, Allen, TX 75002

14133-55307

OCCC Property Tax License Lender No

OR Exemption Information:

Transferee's Street Address: 710 Bluebonnet Dr, Allen, TX 75002

Pursuant to Texas Tax Code §32.06, I hereby authorize the above-named transferee or transferee's agent (the "Transferee"), to pay all taxes, penalties, interest, and collection costs imposed by any and all local taxing units or their agents on the real property, described above, for the tax years listed above. I further authorize and direct the tax assessor-collector(s) for said taxing units to issue a tax receipt with the collector's seal of office or notarized signature to the Transferee and to certify that 1) the taxes and any penalties and interest on the subject property and collection costs have been paid by the transferee on behalf of the owner; and 2) the tax lien on the owner's property has been transferred to the Transferee.

"I have been given notice that if this property is my homestead and I am disabled, I may be eligible for a tax deferral under Texas Tax Code §33.06 "

Property Owner			
Or Authorized Representative	ROBERT PERRY	Date Signed	
		Representative Capacity (if applicable)	
	Guadalupe PERRY	Date Signed	
		Representative Capacity (if applicable)	
SUBSCRIBED AND SWORN TO BEFORE ME	on this, the day	y of , 20	
Notary P	ublic, State of Texas		

LoanID 2222 A2

Figure 7 TAC §89.702(c)

STATE OF TEXAS	§	DATE 04/19/2008
COUNTY OF Fort Bend	§	
CERTIFIED STATEME	NT OF TRANSFER OF TAX LIEN	
Account No. or Property ID No.:	34/429804003777	
Legal Description:	Kingsbridge village Sec 4, Block 13, Lot	439
Street Address, if applicable:	15 MAIN ST, Houston, TX 77083	
Taxing Unit(s):	North Mission Glen MUD	
Amount Paid for Transfer (including taxes, penalties, interest and collection costs):		
Tax Years:	2007	
Property Owner's Name:	ROBERT PERRY and Guadalupe PERR	LY .
Transferee's Name:	Mortgage Co	
Transferee's Street Address:	710 Bluebonnet Dr, Allen, TX 75002	
or transferee's agent ('Transferee') has made units on the property described above as con held by taxing units on the property for the tax accordance with Texas Tax Code §32.06. I have certification reflecting the payment for the transcosts.	sideration for a transfer of the tax lien(s) a x years listed above are hereby transferred ave issued a receipt to Transferee in conju	and that the tax lien(s) d to Transferee in unction with this
N Mis	sion Glen MUD, Tax Assessor-Collector	
BY:		
(5	Signature of COLLECTOR OR DEPUTY)	
SUBSCRIBED AND SWORN TO BEFORE M	IE on by	
(Insert NAME OF COLLECTOR OR DEPUTY	SIGNING ABOVE).	
After recording, return to: Mortgage Co 710 Bluebonnet Dr Allen, TX 75002	Notary Public, State of Texas	

LoanID 2222 A2

DATE 04/19/2008

Figure 7 TAC §89.701(c)

STATE OF TEXAS	§	After recording, return to:
COUNTY OF	8	Mortgage Co
Fort Bend	3	710 Bluebonnet Dr
1 of Bend	§	Allen, TX 75002
	§.	

SWORN DOCUMENT AUTHORIZING TRANSFER OF TAX LIEN

Before me, the undersigned notary, on this day personally appeared ROBERT PERRY and Guadalupe PERRY, known to me to be the person(s) whose name(s) is/are subscribed below, and being duly sworn, upon oath deposed and stated as follows:

My name is ROBERT PERRY and Guadalupe PERRY. I am over 18 years of age and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I or the entity I represent owns the real property described as follows:

Account No. or Property ID No: 34/429804003777

Legal Description: Kingsbridge village Sec 4, Block 13, Lot439

Street Address, if applicable: 15 MAIN ST, Houston, TX 77083

Amount Paid for Transfer (including taxes, \$832.21

penalties, interest and collection costs):

Tax Years: 2007

Transferee's Name: Mortgage Co, 710 Bluebonnet Dr, Allen, TX 75002

14133-55307

OCCC Property Tax License Lender No

OR Exemption Information:

Transferee's Street Address: 710 Bluebonnet Dr, Allen, TX 75002

Pursuant to Texas Tax Code §32.06, I hereby authorize the above-named transferee or transferee's agent (the "Transferee"), to pay all taxes, penalties, interest, and collection costs imposed by any and all local taxing units or their agents on the real property, described above, for the tax years listed above. I further authorize and direct the tax assessor-collector(s) for said taxing units to issue a tax receipt with the collector's seal of office or notarized signature to the Transferee and to certify that 1) the taxes and any penalties and interest on the subject property and collection costs have been paid by the transferee on behalf of the owner; and 2) the tax lien on the owner's property has been transferred to the Transferee.

"I have been given notice that if this property is my homestead and I am disabled, I may be eligible for a tax deferral under Texas Tax Code §33.06 "

Property Owner			
Or Authorized Representative	ROBERT PERRY	Date Signed	
		Representative Capacity (if applicable)	
	Guadalupe PERRY	Date Signed	
		Representative Capacity (if applicable)	
SUBSCRIBED AND SWORN TO BEFORE ME	on this, the day	y of , 20	
Notary P	ublic, State of Texas		

LoanID 2222 A2

Figure 7 TAC §89.702(c)

STATE OF TEXAS	§	DATE 04/19/2008
COUNTY OF Fort Bend	§	
CERTIFIED STATEME	NT OF TRANSFER OF TAX LIEN	
Account No. or Property ID No.:	34/429804003777	
Legal Description:	Kingsbridge village Sec 4, Block 13, Lot	439
Street Address, if applicable:	15 MAIN ST, Houston, TX 77083	
Taxing Unit(s):	North Mission Glen MUD	
Amount Paid for Transfer (including taxes, penalties, interest and collection costs):		
Tax Years:	2007	
Property Owner's Name:	ROBERT PERRY and Guadalupe PERR	LY .
Transferee's Name:	Mortgage Co	
Transferee's Street Address:	710 Bluebonnet Dr, Allen, TX 75002	
or transferee's agent ('Transferee') has made units on the property described above as con held by taxing units on the property for the tax accordance with Texas Tax Code §32.06. I have certification reflecting the payment for the transcosts.	sideration for a transfer of the tax lien(s) a x years listed above are hereby transferred ave issued a receipt to Transferee in conju	and that the tax lien(s) d to Transferee in unction with this
N Mis	sion Glen MUD, Tax Assessor-Collector	
BY:		
(5	Signature of COLLECTOR OR DEPUTY)	
SUBSCRIBED AND SWORN TO BEFORE M	IE on by	
(Insert NAME OF COLLECTOR OR DEPUTY	SIGNING ABOVE).	
After recording, return to: Mortgage Co 710 Bluebonnet Dr Allen, TX 75002	Notary Public, State of Texas	

LoanID 2222 A2

DATE 04/19/2008

Please Record and Return To:

Mortgage Co 710 Bluebonnet Dr Allen, TX 75002 *PER0222d* LoanFile PER02222d

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

DEED OF TRUST

Terms

Date: April 19, 2008

Grantor: ROBERT PERRY, a married person, and Guadalupe PERRY, a married person, (hereinafter

referred to as 'Grantor', whether one or more)

Grantor's Mailing Address

15 MAIN ST

Houston, TX 77083-7351

Fort Bend County

Trustee: Joe Lender

Trustee's Mailing Address (including county):

710 Bluebonnet Dr Allen, TX 75002 Dallas County, Texas

Lender: Mortgage Co

Lender's Mailing Address (including county):

710 Bluebonnet Dr Allen, TX 75002 Dallas County, Texas

Obligation: Note

Date: April 19, 2008
Original Principal Amount: \$3,875.98

Borrower: ROBERT PERRY and Guadalupe PERRY

Lender: Mortgage Co
Maturity Date: May 1, 2018

Terms of Payment: as provided in said note

Property (including any improvements):

The real property and improvements commonly referred to as 15 MAIN ST, Houston, TX 77083 known to the tax department as KINGSBRIDGE VILLAGE SEC 4, BLOCK 31, Lot 439 and being more particularly described as follows, to-wit: LOT FOUR (4), IN BLOCK THREE (3) OF KINGSBIDDGE VILLAGE SECTION FOUR (4), A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER SLIDE NO (3) 3468 A OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS. together with all and singular, the rights, privileges, hereditaments and appurtenances pertaining thereto, if any.

Prior Liens (including recording information)	
Other Exceptions to Conveyance and Warranty:	
(if this section is blank, it shall be deemed that there	e are no Other Exceptions to Conveyance and Warranty).
	in it in In

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to:

- 1. make prompt payment, as the same becomes due, of the Note and of all installments of principal and interest thereon:
- 2. keep the Property in good repair and condition;
- 3. Grantor agrees not to grant another tax lien pursuant to VTCA Tax Code S32.06.
- 4. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust:
- 5. maintain all insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender contemporaneously with the execution of this deed of trust and deliver renewals to Lender at least ten days before each such policy expires;
- 6. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- 7. keep any buildings occupied as required by the Required Insurance Coverages;
- 8. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments;
- 9. notify Lender of any change of address; and
- 10. upon the occurrence of an "Event of Default" (as hereinafter defined), Grantor agrees that Lender shall have the right, but not the duty, to inspect the Property and Grantor agrees to permit Lender and Lender's employees, agents and representatives reasonable access to the Property to conduct such inspections. All such inspections shall be during normal business hours and Lender shall give Grantor at least five (5) days advance written notice of the time and date of such inspections. Grantor hereby acknowledges that all such inspections shall be for the sole benefit of Lender and shall be for the sole protection of Lender and shall not be for the protection of Grantor or any other third party.
- 11. Pay all taxes on the Property before delinquency.

B. Lender's Rights and Duties

- 1. Lender or Lender's mortgage servicer may appoint in writing, with or without cause, a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
- 2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
- 3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
- 4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
- 5. Each of the following shall be an event of default (herein referred to as an "Event of Default") under the terms of this deed of trust, to-wit:
- a. the failure of the Grantor to timely pay any principal, interest, or any other sum due under the terms of the Note as and when due; and/or
- b. the failure of the Grantor to timely keep and perform any term, provision, covenant, condition or obligation to be kept or performed by Grantor under the terms of this deed of trust; and/or
 - c. the failure to perform and keep the covenants and agreements contained in paragraphs A. 1-10 above.

initials		
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- 6. After the occurrence of an Event of Default, the Lender shall shall give notice to Grantor prior to acceleration following Grantor's breach of any covenant or agreement in this Deed of trust. 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 Grantor, 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 deed of trust and foreclosure sale of the Property. The notice shall further inform Grantor 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 Grantor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this deed of trust without further demand and after first obtaining a court order as specified in paragraph 8 below, may invoke the power of sale and any other remedies permitted by applicable law. Such notice(s) shall be sent to the Grantor's, each property owner's and each debtor's last known address in the manner required by V.T.C.A., Tax Code §§ 32.06(c) (2) or by a commercially reasonable delivery service that maintains verifiable records of deliveries for at least five years from the date of delivery.
- 7. At the same time the foreclosure notices required pursuant to paragraph B(6) above are served on the Grantor, and on all property owner(s) of the Property and on all debtor(s) who, according to the records of the mortgage servicer of the indebtedness secured by this deed of trust, is (are) obligated to pay the indebtedness secured by this deed of trust, the Lender shall serve a copy of the notice of sale in the same manner on the mortgage servicer or on the holder of all recorded real property liens encumbering the Property that includes on the first page, in 14 point boldfaced type or 14 point uppercase typewritten letters, a statement that reads substantially as follows:

"PURSUANT TO TEXAS TAX CODE SECTION 32.06, THE FORECLOSURE SALE REFERRED TO IN THIS DOCUMENT IS A SUPERIOR TRANSFER TAX LIEN SUBJECT TO RIGHT OF REDEMPTION UNDER CERTAIN CONDITIONS. THE FORECLOSURE IS SCHEDULED TO OCCUR ON THE (DATE)."

- 8. If there is an Event of Default under the terms of this deed of trust and the Event of Default continues after the required notice of the Event of Default and the time allowed to cure, Lender may, at Lender's option:
 - a. foreclose on the Property in the manner provided by law for the foreclosure of tax liens; or
- b. foreclose on the Property pursuant to the power of sale conferred in this deed of trust in the manner specified in V.T.C.A., Property Code, Chapter 51 including, without limitation, V.T.C.A., Property Code §51.002, and V.T.C.A., Tax Code §32.065, after Lender first obtains a court order for foreclosure under Rule 736, Texas Rules of Civil Procedure, in which event Lender shall:
- i. file an application with the appropriate court and serve a copy of the application upon, and name as parties, Grantor and the holder of any recorded preexisting first lien on the Property. The application must:
- (a) allege that the lien is an ad valorem tax lien instead of a lien created under Section 50, Article XVI, Texas Constitution:
 - (b) state that Lender does not seek a court order required by Section 50, Article XVI, Texas Constitution;
- (c) state that Lender has provided notice to cure the default, notice of intent to accelerate and notice of acceleration of the maturity of the debt to Grantor and each holder of a recorded first lien on the Property in the manner required for notice to a debtor under Section 51.002, Property Code; and
- (d) confirm that Grantor has not requested a deferral of taxes authorized by V.T.C.A., Tax Code §33.06 and
- ii. provide the holder of a recorded preexisting lien at least 60 days notice before the date of the proposed foreclosure:
- c. after first obtaining a court order, direct the Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by V.T.C.A. Property Code §51.002 and V.T.C.A., Tax Code §32.065, as then in effect; and
- d. 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. Grantor 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 who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying title
- to the Property (subject to the right of redemption dewarranty from Grantor. The recitals in the Trustee's statements made therein. If the Property is sold pursu possession of the Property through Grantor shall imm purchaser at that sale. If possession is not surrendered and may be removed by writ of possession or other c

scribed in paragraph 11 below) with covenants of general deed shall be prima facie evidence of the truth of the uant to this Section, Grantor or any person holding nediately surrender possession of the Property to the
ed, Grantor or such person shall be a tenant at sufferance
court proceeding.
initials

- 9. AS PERMITTED BY V.T.C.A., TAX CODE §32.06(I), THE GRANTOR SPECIFICALLY AGREES THAT THE FORECLOSURE OF THE TAX LIEN TRANSFERRED TO THE LENDER PURSUANT TO V.T.C.A., TAX CODE §32.06 MAY BE INSTITUTED EARLIER THAN ONE (1) YEAR FROM THE DATE ON WHICH THE LIEN IS RECORDED IN ALL COUNTIES IN WHICH THE PROPERTY IS LOCATED.
- 10. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.
- 11. Notice of Right of Redemption. Following foreclosure, Grantor shall have any rights of redemption provided by Texas law.
- 12. If Grantor fails to perform any of Grantor's obligations, including but not limited to, payment of all taxes and assessments on the Property for any subsequent year's ad valorem taxes, Lender may perform such obligations and be reimbursed by Grantor on demand for any amounts so paid, including but not limited to, court costs; attorney's fees; plus interest on those amounts from the dates of payment at the rate stated in the Note for mature, unpaid amounts; and any other costs of collection. The amount to be reimbursed by Grantor will be secured by this Deed of Trust and will be subject to the interest rate stated in the corresponding Note, or any subsequent modification of such Note, securing such Obligation.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will:

- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code and V.T.C.A., Tax Code § 32.065, as then in effect;
- 2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
- 3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, to the extent permitted by law;
 - b. to Lender, all unpaid principal and accrued but unpaid interest, if any, due and unpaid on the Obligation;
 - c. to Lender, attorney's fees, to the extent permitted by law, and in such amount as is permitted by law;
 - d. any amounts required by law to be paid before payment to Grantor; and
 - e. to Grantor, any balance; and
- 4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

- 1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
- 2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
- 3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- 4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.
- 5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
- 6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred (to the extent and in such amounts as are allowable by law), including attorney's fees, court and other costs (to the extent and in such amounts as are allowable by law), Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender shall not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

initials	

- 6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred (to the extent and in such amounts as are allowable by law), including attorney's fees, court and other costs (to the extent and in such amounts as are allowable by law), Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender shall not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
- 7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may, as Lender's licensee, collect rent and other income and receipts as long as Grantor is not in default under the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and this deed of trust, Grantor may retain the excess. If Grantor defaults in the timely payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first, to the extent permitted by law, to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.
- 8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the indebtedness secured by this deed of trust.
- 9. In no event may this deed of trust secure payment of any debt, sum, charge, cost, expense, fee or obligation that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law. If the Property is the Grantor's homestead, in no event may this deed of trust secure payment of any debt, sum, charge, cost, expense, fee or obligation that may not lawfully be secured by a lien on a homestead or create a lien otherwise prohibited by law. This provision overrides any conflicting provisions in this and all other instruments concerning the indebtedness secured by this deed of trust.
- 10. When the context requires, singular nouns and pronouns include the plural.
- 11. The term Note includes all extensions, modifications and renewals of the Note and all amounts secured by this deed of trust.
- 12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
- 13. If Grantor and Borrower are not the same person, the term Grantor includes Borrower.
- 14. Except as expressly set forth herein and in the Note, Grantor and each surety, endorser and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
- 15. To the extent permitted by law, Grantor agrees to pay reasonable attorney's fees and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement provided, however, notwithstanding anything contained herein or in any other instrument to the contrary, the amount of attorney's fees, court and other costs of enforcing Lender's rights under this deed of trust shall expressly be limited to such amounts as are permitted by law.
- 16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
- 17. The term Lender includes any assignee and/or successor in interest of the Lender and any mortgage servicer for the Lender.

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18. Grantor represents that this deed of trust and the Note are given for the following purposes: The Grantor has requested and authorized the Lender to pay the ad valorem taxes, penalties, interest and collection costs assessed against the Property for Account 4298040030040907 for taxes on the Property that are not delinquent and taxes on the Property that are delinquent and due and owing by the Grantor to Fort Bend County, Texas, and all other taxing units for which Fort Bend County, Texas serves as the collecting agent and/or tax collector and for N Mission Glen MUD and for which the Fort Bend County Tax Assessor Collector collects taxes (hereinafter collectively the 'Taxing Units')

and the Grantor hasrequested and authorized the tax collector for the Taxing Units (hereinafter the 'Tax Assessor Collector') to transfer the tax liens held by the Taxing Units securing the payment of all of the above described taxes to the Lender as is authorized by V.T.C.A., Tax Code §32.06. The Note evidences the amount advanced by the Lender. This deed of trust does not waive the tax liens, and the tax liens and the lien and rights created by this instrument shall be cumulative.

- 19. This deed of trust shall be recorded in each county in which the Property is located.
- 20. A sworn document and affidavit executed by the Tax Assessor Collector, or person designated by the Tax Assessor Collector, attesting to the transfer of the tax liens to the Lender as more fully set forth in paragraph D(18) above shall be recorded in each county in which the Property is located (hereinafter referred to as the "Certification of Payment of Taxes and Transfer of Tax Lien").
- 21. Borrower and Lender agree that any claim, dispute, or controversy relating to this transaction including any claims related to the interpretation, alleged breach, enforceability, or validity of this document or any other loan documents shall be resolved exclusively and finally by binding arbitration administered by the National Administration Forum (NAF) under its Code of Procedure then in effect. The arbitration shall be conducted in a mutually agreeable location by a single arbitrator, whose award shall be final and binding and entered as a final judgment by any court of competent jurisdiction. This provision applies to all contract, tort, and other claims, whether preexisting, present, or future, and including all statutory, common law, intentional tort, or equitable claims whether under federal or state law. However, in no way does this provision limit Lender's ability to exercise its statutory and contractual judicial foreclosure rights. Borrower and Lender further agree that the arbitration will be limited solely to the dispute or controversy between themselves. Neither Borrower nor Lender shall be entitled to join or consolidate claims by or against other borrowers, or arbitrate any claim as a representative or class action or in a private attorney general capacity.
- 22. Within a reasonable time after full payment of the obligation and satisfaction of all terms of this deed of trust, Lender will file a release of tax lien in each county in which the Property is located and send a copy to the Tax Assessor Collector. Grantor hereby agrees to pay Lender a reasonable fee for filing the release.

20

day of

EXECUTED this the

LALOUILL	- uno uno aay v	، <u></u> , -	<u></u> .	
GRANTO	ROBERT PERRY			
	Guadalupe PERRY			
STATE OF	TEXAS	\$ \$		
COUNTY C	F Fort Bend	8		
	nent was acknowledged ERRY and Guadalupe I		day of	, 20, by
		NOTARY PUBLIC, State	of Texas	

ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT/FUNDING NOTICE

Loan No: 2222

ROBERT PERRY and Guadalupe PERRY 15 MAIN ST Houston, TX 77083

State of Texas, County of Fort Bend

The undersigned Borrower(s) for and in consideration of the lending funding the closing of this loan agrees if requested by Lender or Closing Agent for the Lender, to fully cooperate and sign any additional or corrective documents if deemed necessary in the reasonable discretion of the lender or any party purchasing the loan from the Lender, to enable the Lender to sell, convey, seek guaranty or market the said loan to any entity, including but not limited to any investor that we deem.

The undersigned borrowers do hereby so agree and covenant in order to assure that the loan documents executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by the Lender of its interest in and to said loans.

Furthermore, if the amount due to any taxing authority is higher than reflected on these documents prior to the Taxing entities acceptance of payment, at the lenders option this loan may be deemed null and Void. The loan would not be funded if the lender chooses that option.

EXECUTED this April 19, 2008	
GRANTOR §	
STATE OF TEXAS	ROBERT PERRY
	Guadalupe PERRY
This instrument was acknowledged be, 20 by ROBE	efore me on the day of RT PERRY andGuadalupe PERRY
(Notary Stamp/Seal)	NOTARY PUBLIC, State of Texas

Application for Texas Tax Lien to Mortgage Co 4/1/2008 Status 4. Funded (4/1/2008 10:12:09 AM) BorrowerID 165729 Open Date 42980400307 Fort Bend TaxID Number County LoanID 2222 ROBERT PERRY H Phone 832-388-1999 C Phone 832-292-4999 W Phone **Borrower Name** 999-99-9999 DOB 4/21/1955 Borrower SSN Single **FMail** Guadalupe PERRY C Phone W Phone CoBorrower Name H Phone CoBorrower SSN 888-88-888 Single DOB 12/12/1974 **EMail** Property Address 15 MAIN ST MailingAdd 15 MAIN ST Owner Occ Occupied Property CSZ Houston, TX 77083 CSZ Houston, TX 77083-7351 PropVal \$144,180 **Employer Bridge Terminal Transport** CoBorEmp LandVal \$24,000 Rate NoOfMo 120.00 Monthly Income \$ 6200 16.9000% Date of Record 8/3/2015 PerDiem \$1.75 **Points** 3.000% CoBorr Income 1200 Del tax Amt or Tax Due \$2,827.48 DaysOfInt OrigFee \$112.79 Not In Bankruptcy (Y/N) 2 N Mission Glen M Tax2 \$832.21 Prepaid Int \$3.50 DocPrep \$20.00 Any Fed tax liens (Y/N) Tax3 LoanAmt \$3.875.98 ClosingFee \$0.00 Another A6 Loan(Y/N) CollectorFee \$0.00 PmtAmt \$67.12 TitleIns **FICO Total Due** \$3,659.69 Income \$6,200.00 Agee Software \$0.00 LienRatio 30.64% RecFee \$80.00 **EFD** 4/29/2008 Bor Co Lienholder Balance Payment Account 5 5 Mort \$0.00 \$1,500.00 Race Ethnicity 1 1 Suburban 05 \$0.00 \$700.00 Sex \$0.00 \$0.00 Acknowledgement Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors, and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency. The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lenders compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.) I am currently not in bankruptcy I am currently not in bankruptcy Co-Borrower (_) I do not wish to furnish this information. Borrower (_) I do not wish to furnish this information. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. X X Borrower Signature ROBERT PERRY Date Co-Borrower Signature Guadalupe PERRY Date Please return the following information to us by e-mail to: ageesw@yahoo.com or fax to (972)390-9018 or mail to: Mortgage Co 710 Bluebonnet Dr Allen, TX 75002 Originator: Loan Originator Identifier

Name and Address of Borrower: ROBERT PERRY and Guadalupe PERRY 15 MAIN ST. Houston, TX 77083-7351	Name and Address of Lender: Mortgage Co 710 Bluebonnet Dr, Allen, TX 75002
Property Location: (if different from above)	Settlement Agent:
15 MAIN ST	
Houston, TX 77083	Place of Settlement:
Loan Number: 2222	Settlement Date: Closing Date: 4/19/2008

L. Settlement Charges						M. Disbursements to Others	
800. Items Payable in Connec	tion with	Loan				1501.	
801. Our origination charge	3.00%	or	\$112.79	(from GFE#1)\$	112.79	Fort Bend County Property	2827.48
802. Your credit or charge (poir	ts) for the	speafic	interest rate chose	en (from GFE #2) \$		1502.	
803. Your adjusted origination	charges			(from GFE A)		N Mission Glen MUD	832.21
804. Appraisal fee to				(from GFE #3)		1503.	
805. Credit report to				(from GFE #3)			
806. Tax service to				(from GFE #3)		1504.	
807. Flood certification				(from GFE #3)		Collector Fee -	0.00
808.						1505.	
900. Items Required by Lende	er to Be P	aid in A	dvance				
901. Daily interest charges from	4/29	to4/3	0@ \$1.75 /day	(from GFE #10)	3.50	1506.	
902. Mortgage insurance prem	ium	for	months to	(from GFE #3)			
903. Homeowner's insurance		for	years to	(from GFE #11)		1507.	
904.							
1000. Reserves Deposited with	Lender					1508.	
1001. Initial deposit for your esci		nt		(from GFE #9)			
1002. Homeowner's insurance	months		per month	\$		1509	
1003. Mortgage insurance	months		per month	\$			
1004. Property taxes	months		per month	\$		1510.	
1005.	months		per month	\$			
1006.	months			\$		1511.	
	montris	@ Þ	per month	_\$			
1007. Aggregate Adjustment				-9		1512.	
1100. Title Charges							
1101. Title services and lender's	title insura	nce		(from GFE #4)			
1102. Settlement or closing fee				\$		1513.	
1103. Owner's title insurance				(from GFE #5)			
1104. Lender's title insurance				\$		1514.	
1105. Lender's title policy limit \$							
1106. Owner's title policy limit\$						1515.	
1107. Agent's portion of the tota	l title insu	rance pr	emium	\$			
1108. Underwriter's portion of th	e total title	insurar	nce premium	\$		1520. Total Disbursed (enter on line 1603)	3659.69
1200. Government Recording	and Trans	fer Cha	rg es			(enter off line 1005)	
1201. Government recording ch	arges			(from GFE#7)	80.00		
1202. Deed \$	Mortgag	је \$	Releases \$			N. Net Settlement	
1203. Transfer taxes				(from GFE#8)		1600. Loan Amount	\$ 3875.98
1204. City/County tax/stamps	Deed\$		Mortgage \$			1601. Plus Cash/Check from Borrower	\$ 0.00
1205. State tax/stamps	Deed\$		Mortgage \$			1602. Minus Total Settlement Charges	\$ 216.29
1206.						(line 1400)	210.23
1300. Additional Settlement C	harg es					1603. Minus Total Disbursements to Others (line 1520)	¹ 3659.69
1301. Required services that you	-	for		(from GFE #6)		1604. Equals Total Disbursements	\$ 0.00
1302 Doc Review to Law (Office			\$	20.00	to Borrower (after expiration of any applicable	
1303.				\$	0.00	rescission period required by law)	
1304.					0.00		
1305.							
4400 7 . 16					\$216.29		
1400. Total Settlement Charge	s (enter o	n line 1	602, Section N)		φ210.29		

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

omparison of Good Faith Estimate (GFE) an	d HUD-1A Charges	Good Faith Estimate	HUD-1A
Charges That Cannot Increase	HUD-1A Line Number		
Our origination charge	# 801	112.79	112
our credit or charge (points) for the specific inte	rest rate chosen # 802		
Your adjusted origination charges	# 803		
Transfer taxes	#1203		

Charges That in Total Cannot Increase	More Than 10%	Good Faith Estimate	HUD-1A
Government recording charges	# 1201	80.00	80.00
	#		0.00
Doc Review to Law Office	#	20.00	20.00
	#	0.00	0.00
	#		
	#		
	#		
	#		
	Total	100.00	100.00
	Increase between GFE and HUD-1A Charges	\$ 0.00 or	0.00 %

Charges That Can Change		Good Faith Estimate	HUD-1A
Initial deposit for your escrow account	#1001		
Daily interest charges	# 901 \$ 1.75 /day	3.50	3.50
Homeowner's insurance	# 903		
	#		
	#		
	#		

Loan Terms

Your initial loan amount is	\$ 3875.98
	* 11 1 1 1
Your loan term is	10 years
Your initial interest rate is	16.90 %
Your initial monthly amount owed for principal, interest, and and any mortgage insurance is	\$ 67.12 includes X Principal X Interest Mortgage Insurance
Can your interest rate rise?	No. Yes, it can rise to a maximum of %. The first change will be on and can change again every after Every change date, your interest rate can increase or decrease by %. Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %.
Even if you make payments on time, can your loan balance rise?	igwedge No. $igwidge$ Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	No. ☐ Yes, the first increase can be on and the monthly amount owed can rise to \$ The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	X No. ☐ Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	No. ☐ Yes, you have a balloon payment of\$ due in years on
Total monthly amount owed including escrow account payments	X You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$. This includes principal, interest, any mortgage insurance and any items checked below: Property taxes Homeowner's insurance

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Loan Number 2222 Close Date: 4/19/2008

NOTE

15 MAIN ST, Houston, TX 77083

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$3,875.98 (this amount is called 'Principal'), plus interest, to the order of the Lender. The Lender is Mortgage Co, a TEXAS LLC.

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

I understand that the Lender may transfer this Note. The 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

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 16.90%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on 6/1/2008. I will make these payments every month until I have paid all of 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 5/1/2018, 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

Mortgage Co 710 Bluebonnet Dr Allen, TX 75002

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$67.12.

4. 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.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. 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.

5. 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 which 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.

6. BORROWER'S FAILURE TO PAY AS REQUIRED.

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN 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% of the payment amount. 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 which has not been paid and all the interest that I owe on that amount. That 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 ab ove, 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. Those expenses include, for example, reasonable attorneys' fees.

7. 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. 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.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of 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 of 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 of the amounts owed under this Note.

9. 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.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. 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 which might result if I do not keep the promises which 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 those conditions are described as follows:

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.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL

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

	(Seal)		(Seal)
	4/19/2008		4/19/2008
ROBERT PERRY	Borrower	Guadalupe PERRY	Borrower
			(0: 0:: 10:1)

(Sign Original Only)

LENDER: **Mortgage Co** Date: Apr 19, 2008 BORROWERS/OWNER ROBERT PERRY Loan Number:: 2222 15 MAIN ST Houston, TX 77083-7351 PROPERTY ADDRESS: 15 MAIN ST Houston, TX 77083 YOUR RIGHT TO CANCEL You are entering into a transaction that will result in a mortgage/lien/security interest on/in your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last: (1) The date of the transaction, which is April 19, 2008 ; or (2) The date you received your Truth in Lending disclosures; or (3) The date you received this notice of your right to cancel. If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on/in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction. You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation. **HOW TO CANCEL** If you decide to cancel this transaction, you may do so by notifying us in writing at: **Mortgage Co** 710 Bluebonnet Dr Allen, TX 75002 You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights. If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of April 23, 2008 (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

SIGNATURE

The undersigned each acknowledge receipt of two copies of NOTICE OF RIGHT TO CANCEL and one copy of the Federal Truth in Lending Disclosure Statement.

DATE

Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

ROBERT PERRY DATE

LENDER: Mortgage Co Date: Apr 19, 2008 BORROWERS/OWNERS: Loan Number:: 2222 ROBERT PERRY

Houston, TX 77083-7351

PROPERTY ADDRESS: 15 MAIN ST

Houston, TX 77083

15 MAIN ST

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SIGNATURE	DATE	
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Each borrower/owner in this transaction has the right to cance to all borrowers/owners.	el. The exercise of this right by one borrower/owner shall be effective	
ROBERT PERRY	DATE	

LENDER: Mortgage Co

BORROWERS/OWNERS: ROBERT PERRY

Date: Apr 19, 2008

Loan Number:: 2222

15 MAIN ST

Houston, TX 77083-7351

PROPERTY ADDRESS: 15 MAIN ST

Houston, TX 77083

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SIGNATURE	DATE
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Each borrower/owner in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective to all borrowers/owners.

ROBERT PERRY DATE

LENDER: Mortgage Co

BORROWERS/OWNERS: Guadalupe PERRY

Date: Apr 19, 2008

Loan Number:: 2222

15 MAIN ST

Houston, TX 77083-7351

PROPERTY ADDRESS: 15 MAIN ST

Houston, TX 77083

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SIGNATURE	DATE

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Guadalupe PERRY	DATE

LENDER: Mortgage Co Date: Apr 19, 2008 BORROWERS/OWNERS: Loan Number:: **Guadalupe PERRY** 2222

> 15 MAIN ST Houston, TX 77083-7351

PROPERTY ADDRESS: 15 MAIN ST

Houston, TX 77083

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DATE Guadalupe PERRY

LENDER: Mortgage Co

BORROWERS/OWNERS: Guadalupe PERRY

Date: Apr 19, 2008

Loan Number:: 2222

15 MAIN ST

Houston, TX 77083-7351

PROPERTY ADDRESS: 15 MAIN ST

Houston, TX 77083

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Guadalupe PERRY	DATE

Patriot Act Disclosure Borrower Identification

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

Please provide the following information. We require two forms of identification for each borrower to comply with Section 326 of the Act.

ROBERT PERRY 15 MAIN ST Houston, TX 77083-7351

Important – Information listed below must be exactly as indicated on the document.

Primary forms of Identification

Document	Country/State of Origin	ID Number	Date of Birth	Expiration Date
State Issued Driver License				
State Issued ID Card				
Military ID Card				
Passport				
US Alien Registration Card				
Canadian Drivers License				

Secondary Forms of Identification-must display Borrower's name

Document	Country/State of Origin	ID Number	Date of Birth	Expiration Date
Social Security Card				
Government Issued Visa				
Birth Certificate				
Non-US/Candidate Driver License				
Most Recent Signed Tax Returns				
Property Tax Bill	US/TX/Fort Bend	29804003004090	4/21/1955	2007
Voter Registration Card				
Organizational Membership Card				
Bank/Investment/Loan Statements				
Paycheck stub with name				
Most Recent W-2				
Home/car/renter insurance papers				
Recent utility bill				

Recent utility bill							
Comments			•	•			
I certify that I have personally viewed and accurately recorded the information from the documents identified above, and have reasonably confirmed the identity of the applicant.							
date							

Patriot Act Disclosure CoBorrower Identification

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Please provide the following information. We require two forms of identification for each borrower to comply with Section 326 of the Act.

Guadalupe PERRY 15 MAIN ST Houston, TX 770837351

Important – Information listed below must be exactly as indicated on the document.

Primary forms of Identification

Document	Country/State of Origin	ID Number	Date of Birth	Expiration Date
State Issued Driver License				
State Issued ID Card				
Military ID Card				
Passport				
US Alien Registration Card				
Canadian Drivers License				

Secondary Forms of Identification-must display Borrower's name

Document	Country/State of Origin	ID Number	Date of Birth	Expiration Date
Social Security Card				
Government Issued Visa				
Birth Certificate				
Non-US/Candidate Driver License				
Most Recent Signed Tax Returns				
Property Tax Bill	US/TX/Fort Bend	29804003004090	4/21/1955	2007
Voter Registration Card				
Organizational Membership Card				
Bank/Investment/Loan Statements				
Paycheck stub with name				
Most Recent W-2				
Home/car/renter insurance papers				
Recent utility bill				

Recent utility bill						
Comments				•		
I certify that I have personally viewed and accurately recorded the information from the documents identified above, and have reasonably confirmed the identity of the applicant.						
		date				

TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicant: ROBERT PERRY and

Guadalupe PERRY

Property Address: 15 MAIN ST, Houston, TX 77083

Prepared By: Mortgage Co 710 Bluebonnet Dr

Allen, TX 75002

Application No: 2222 Date Prepared: Aug 3, 2015

ANNUAL P RATE	ERCENTAC	SE .	FINANCE CHARGE			AMOUNT FINANCED		TOTAL OF PAYMENTS		
The cost of you rate	ur credit as a yea	arly	The dollar ar cost you	mount the credit will		The amount of credit provide you or on your behalf	ded to	The amount you wi after making all pay scheduled		
17	.7417%		\$	4,294.71		\$3,759.6	9	\$8,0	54.40	
REQUIF	RED DEPOSIT		•	ntage rate does no	ot take ir	nto account your required	deposit			
Number of Payments	Amount of Payments *		n Payments Are Due		Amount Payment		Number of Payments	Amount of Payments **	When Payments Are Due	
120	\$67.12	Monti	hly Beginning	T dymone T	- dymon	740 240	1 dymonio	i dymonio	7.10 2.00	
 □ DEMAND FEATURE: This obligation has a demand feature. □ VARIABLE RATE FEATURE: This obligation contains a variable rate feature. A variable rate disclosure has been provided earlier. You are not required to compolete this agreement merely because you have received these disclosures or signed a loan application. CREDIT LIFE/CREDIT DISABILITY Credit life insurance and credit disability insurance are not required to obtain credit, 										
				ree to pay the add		ost.				
Type Credit Life		Premium		Signature I want cre		nsurance.	Signature			
Credit Disab	oility					pility insurance.	Signature			
Credit Life a	and Disability			I want cre	edit life a	nd disabilityinsurance.	Signature			
Credit life	e insurance	_	Credit	ired to obtain cred disability want that is accep	X	Property insurance the creditor		Flood insurance		
If you pur	· · · · · · · · · · · · · · · · · · ·	propert	-	d insurance from o		• •		for a one year te	rm.	
	ds or property	•	•	in: 15 MAIN ST, F		TX 77083 operty you already own.				
LATE CHAP	RGE: If a payl ENT: If you pa iii will not	ay off early have	y, you to pay a pen	alty.		ged 5% of the payment an charge.	nount.			
 may										
* means	an estimate		all dates an	d disclosures exc	ept late	payment disclosures are	estimates.			
THE UNDER	SIGNED ACK	NOWLED	GES RECEI	VING A COMPLE	ETED CO	DPY OF THIS DISCLOSU	IRE.			
ROBERT PER	RRY			(Applicant) (E	Date)	Guadalupe PERRY		(/	Applicant) (Date)	
				(Applicant) (E	Date)			(/	Applicant) (Date)	
				(Applicant) (E	Date)					

TRUTH-IN-LENDING DISCLOSURE STATEMENT (FOR SECTION 32 MORTGAGES)

NAME(S)/ADDRESS(ES) OF BORROWER(S) ("Borrower", "you" or "your") NAME(S)/ADDRESS(ES) OF LENDER (CREDITOR) ("Lender", "us" or "our") **ROBERT PERRY and** Mortgage Co **Guadalupe PERRY** 710 Bluebonnet Dr Allen, TX 75002 15 MAIN ST Houston, TX 77083-7351 PROPERTY ADDRESS 15 MAIN ST, Houston, TX 77083 NOTICE You are not required to complete this agreement merely because you have received these disclosures or have signed a loan application. If you obtain this loan, the Lender will have a mortgage on your home. YOU COULD LOSE YOUR HOME AND ANY MONEY YOU HAVE PUT INTO IT, IF YOU DO NOT MEET YOUR **OBLIGATIONS UNDER THE LOAN.** You are borrowing \$3,759.69 (optional credit insurance is x is not included in this amount). The annual percentage rate on your loan will be 17.7417% Your regular monthly payment will be \$67.12 At the end of your loan, you will still owe us: \$ Your interest rate may increase. Increases in the interest rate could increase your payment. The highest amount your payment could increase to is TRANSACTION DATE LOAN NUMBER April 24, 2008 2222 By signing below you acknowledge receipt of a completed copy of this disclosure. You understand that this is not a contract and does not reflect all of the terms and conditions of the mortgage transaction to which the disclosures in this form relate. (Applicant) (Date)

ITEMIZATION OF AMOUNT FINANCED

Applicant: ROBERT PERRY and Guadalupe PERRY

Property Address: 15 MAIN ST Houston, TX 77083

Application No: 2222

Prepared By: Mortgage Co 710 Bluebonnet Dr Allen, TX 75002 972-390-9018

Date Prepared: Aug 3, 2015

Total Loan Amount \$3,875.98 Prepaid	Finance Charge	\$116.29	Amount Financed	\$3,759.69
ITEMIZATION OF PREPAID FINANCE CHARGE				
Interest for		2 days @	\$1.75 per day	\$3.50
Loan Origination Fee				\$112.79
Total Prepaid Finance Charge				\$116.29
AMOUNT PAID TO OTHERS				40.00
Collector Fee				\$0.00
Recording Fees (Deed, Mortgage, Release) Doc Review to Law Office				\$80.00 \$20.00
Total Estimated Settlement Charge				
Applicant: ROBERT PERRY	Date A	pplicant: Guadal	upe PERRY	Dat

First Payment Notification

Loan Number: 2222

Dear Homeowner:

We would like to take this opportunity to thank you for closing your mortgage loan with our company and to provide you with the following information regarding your loan. Additional principal payments on your mortgage will greatly reduce your total payments to us. You are strongly encouraged to make additional principal payments when you can.

Your loan number is 2222. Please include this number on all inquiries and correspondence with Mortgage Co.

Your loan will be serviced by Payment Company.

Upon receipt of the documents, the servicer will assign you a loan number and advise you of that number. All inquiries and correspondence to the servicer should must include your loan number.

At present and until further notice, your monthly mortgage payment is as follows:

Principal and Interest	\$67.12
Impounds/Escrow	\$0.00
Total Monthly Mortgage Payment	\$67.12

Your first payment is due on the first day of each month beginning June, 1, 2008, and is to be mailed to:

Mortgage Co 710 Bluebonnet Dr Allen, TX 75002 972-390-9018

You will receive payment coupons or a payment notice from the servicer. Once again, all checks, letters, etc. MUST have your loan number on them or they will be returned.

Late charge of \$25.00 will be charged on all payments received more than 15 days after the due date set forth in the Note.

I understand that my mortgage payments are due on the 1st day of each month and would like to request that my payment coupons and all correspondence be mailed to:

15 MAIN ST Houston, TX 77083-7351				
ROBERT PERRY	Date	Guadalupe PERRY	Date	

SERVICING DISCLOSURE STATEMENT

Lender: Mortgage Co Date: Aug 03, 2015

NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2601 et seq.) you have certain rights under that Federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer practices and requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60 day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your servicer, then your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60 Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Damages and Cost

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

SERVICING DISCLOSURE STATEMENT

1. The following is the best estimate of what will	happen to	the servi	cing of y	our mort	gage loan:	
A. X We may assign, sell or transfer the set We are able to service your loan, and X will service your loan.	•	your loan	while th	e loan is	outstanding.	
will not service your loan. haven't decided whether to service	e vour loan	L				
						
B. We do not service mortgage loans		e have not rree years		ed mortga	age loans in the	;
We presently intend to assign, sell or informed about your servicer.	transfer th	ne servicin	g of you	ır mortgaç	ge loan. You w	rill be
2. For all mortgage loans that we make in the 1	2 month n	period after	. vour m	ortana l	oan is funded	
we estimate that the percentage of such loar	-		-			
0 to 25% 26 to 50%		51 to 7	75%	X	76 to 100%	
This estimate X does does not i	nclude ass	signments	, sales o	or transfe	rs to affiliates o	or subsidiaries.
3. A. We have previously assigned, sold, o	r transferr	ed the serv	vicing o	f mortgag	je loans.	
B. X This is our record of transferring the s	servicing o	f mortgage	e loans	we have ı	made in:	
Year	Perc	entage of	Loans ⁻	Transferre	ed	
2006		95	%			
2007		95	%			
2008		20	%			
This information \boxed{x} does $\boxed{}$ does not $$	nclude ass	signments	, sales o	or transfe	rs to affiliates o	r subsidiaries.
Applicant: ROBERT PERRY	Date	Applicant:	Guadalup	e PERRY		Date
Applicant:	Date	Applicant:				Date

Mortgage Co

Authorization To Release Information, Compliance Form

TO WHOM IT MAY CONCERN:

I/We have applied for a mortgage loan from Mortgage Co. As a part of the application process, MORTGAGE CO or its successors may verify the information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control process.

I/We authorize you to provide to MORTGAGE CO or its successors, and to any investor to whom they may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to employment history, and copies of income tax returns. MORTGAGE CO or any investor that purchases the mortgage may address this authorization to any party named in the loan application.

I/We understand that under the Right to Financial Privacy Act of 1978, that the Department of Housing and Urban Development (for FHA applications), or the Veterans Administration Loan Guaranty Service or Division (VA applicants) has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to me (us). Financial records involving my (our) transaction will be available to the Department of HUD (for FHA applicants) or the VA Loan Guarantee Service or Division (for VA applicants) without further notice or authorization, but will not be disclosed or released to another Government Agency of Department without my (our) consent except as required or permitted by law.

I/We understand that as part of assembling my loan application, MORTGAGE CO may request a consumer report bearing my credit worthiness and credit capacity. This notice is given to me pursuant to the Fair Credit Reporting Act of 1970, Section 601 to Section 602, inclusive.

I/We authorize you to provide to MORTGAGE CO, or its successors, and to any investor to whom they may sell my mortgage, federal and state records of employment and income history, including State Employment Security Agency records.

I/We understand that I will pay, along with my mortgage principal and interest payments, escrow for taxes, hazard insurance, and mortgage insurance, if applicable.

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex, marital status, race, color, religion, national origin, age (provided the applicant has the capacity to contract), receipt of income from a federal assistance program, and the good faith exercise of rights under the Consumer Credit Protection Act. Compliance with this law by MORTGAGE CO is enforced by the Federal Trade Commission, Washington, D.C. 20500.

Income received as alimony, child support, or separate maintenance need not be revealed by you unless you choose to rely on such sources to qualify for the loan. Income from these sources, as well as any other source, including part-time or temporary employment will not be discounted by this lender; however careful consideration will be given to the stability and probable continuity of any income you disclose.

I have reviewed all my finances and I have determined that this loan payment can fit into my/our budget and this tax lien loan is in my best interest.

I/we have received notice that if I/we are age 65 or disabled I/we may be eligible for a tax deferral under Section 33.06 VTCA, Tax Code.

Date:			
	Office 972-390-9018	Fax 972-390-9018	

A COPY OF THIS AUTHORIZATION MAY BE ACCEPTED AS AN ORIGINAL.

DISCLOSURE TO PROPERTY OWNER ABOUT PROPERTY TAX LOANS

Property Tax Lender's Name: Mortgage Co

Property Tax Lender's Address: 710 Bluebonnet Dr, Allen, TX 75002

Property Tax Lender's OCCC Property Tax License Lender No: 14133-55307

What is a property tax loan?

You currently have a lien against your property for unpaid property taxes. The tax lien for unpaid taxes automatically attached to your property on January 1. You must pay the taxing unit(s) directly, or authorize the property tax lender to pay the taxes. In order for the property tax lender to pay the tax lien, you have to authorize the transfer of the lien from the taxing unit(s) and enter into a loan with the property tax lender. Unless you agree in writing, the property tax lender may not include your non-delinquent taxes in your property tax loan. The property tax loan may include unpaid property taxes, penalties, and interest. The property tax lender may also assess closing costs and interest not to exceed 18%. This transaction does not remove the tax lien against your property. If you do not pay the property tax lender under the loan agreement, you may lose your property to foreclosure.

The property tax loan is the superior lien.

If you default on any lien against your property, this property tax loan will be superior, i.e., "first in line" to be paid, over any other preexisting lien on your property (e.g., first or secondary mortgage).

You may have alternatives to this property tax loan.

If this property is your homestead and you are disabled or age 65 or older, you are entitled to tax deferral under Texas Tax Code, §33.06. You may arrange with the taxing unit(s) to enter into an installment agreement for the repayment of these taxes. You may have financing options available to you through other private lenders, such as establishing an escrow account or refinancing your existing mortgage to include the taxes. You may be able to borrow from savings or family members. You may shop around with other property tax lenders and compare the different loan terms offered by other lenders.

Foreclosure is possible.

If you don't pay, you may lose your property. The tax lien may be considered a default by any mortgage holder with a lien on the same property. The only way to correct the default is to pay off the taxes and have the lien released. Any secured loan may be foreclosed if the loan is in default. The cost of any foreclosure, either tax lien or mortgage, may be added to the amount you owe.

Contact the Office of Consumer Credit Commissioner if you have questions or problems.

For more information about property tax lenders, contact the State of Texas - Office of Consumer Credit Commissioner. Call the Consumer Credit Hotline or write for credit information or assistance with credit problems. Office of Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207, (800) 538-1579, www.occc.state.tx.us.

Before you sign a property tax loan, be sure that you understand this document.

You may seek advice from an attorney or any third party before you enter into a property tax loan. You should ask about the terms of any loan you are considering and you should read any document before signing it.

| Date: _____ | Date: ______ | Date: _______ | Date: ________ | Date: ________ | Date: ________ | Date: ________ | Date: _________ | Date: _________ | Date: _________ | Date: __________ | Date: __________ | Date: _______________ | Date: __________ | Date: _________________ | Date: ___________________ | Date: _

April 19, 2008

Dear Tax Collector:

It has come to my attention that our mortgage holder may pay our property taxes prior to Mortgage Co. In the event that occurs could you please refund the money to our Mortgage Holder and accept the funds from Mortgage Co.

We find the terms our mortgage holder provides are requesting are not acceptable.

Sincerely,

ROBERT PERRY

Agee Software, Inc. Authorization to ACH

HOW DO I SIGN UP?

It's very simple. Just fill out the authorization agreement and return it to us. Please enclose a voided blank check (Simply write "void" across the face of your check). The authorization agreement and your voided check will give us the accurate information we need to begin your ACH service and start saving you time and postage.

Please continue to make your regular payments until you have received verification from us that this ACH has been completed.

CAN I STILL MAKE ADDITIONAL PRINCIPAL PAYMENTS?

Yes! If you want to make additional payments, either designate below the amount of the principal curtailment to be withdrawn in addition to your monthly payment, or simply mail a check for the desired amount any time of the month. Please include your mortgage account number and the words "additional principal" on the face of your check.

WHAT IF I WANT TO CANCEL?

The ACH service may be canceled by sending us a written notice 30 days prior to your next due date, to the address listed below.

WHAT HAPPENS IF I CHANGE BANK ACCOUNTS?

If you move your account from your current bank to another one, you need to complete a new authorization agreement and mail it to us along with a "voided" blank check to Agee Software, Inc. prior to the 10th of the month. You can request an additional form by calling our Customer Service Department toll free at 1-866-619-6687.

By signing up for ACH draft you will no longer be receiving a monthly statement but you may contact us to discuss your account activity at any time or request information.

WHAT HAPPENS IF THE SERVICING OF MY LOAN IS SOLD/TRANSFERRED?

We will forward a copy of this ACH form and your voided check to the new company so that they can begin the ACH service for you.

AUTHORIZATION AGREEMENT FOR MONTHLY AUTOMATIC ACH DRAFT

I hereby authorize Agee Software, Inc, or it's successors and/or assignes, to initiate a debit entry to my checking account indicated below at the depository financial institution named below, hereinafter called depository, and to debit the same to such account for the amount listed below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authorization is to remain in full force and effect until such time that my indebtedness is fully satisfied. The specific debit to my account authorized herein may only post on or after the debit date listed below, and in no event may the debit transaction post to my account prior to said date. I may only revoke this authorization by contacting Agee Software. Inc. at the address and phone number listed above.

I (we) understand that if any debit entries under this authorization are returned for insufficient funds or otherwise dishonored, I (we) will promptly send Agee Software, Inc the total monthly payment due, plus any late charge(s) or other fees due under my mortgage.

Note: All entries are required to process the automatic transaction. Please type or print legibly.

Remember to attach a voided check to this document before mailing or faxing – please make sure to send a CHECK and not a deposit slip.

Bank Information

Name:	Mortgage Account #	2	222	
City:	Day of withdraw:	1st or	7th or	15th
Account #:	Payment:	\$67.12	_	
ABA #:	Additional Principal	\$		
Signature:	Printed Name:	ROBERT PERRY	Date:	
Day Time Phone:	Evening Phone:	(832) 388-1	999	

PLEASE CONTINUE TO MAIL YOUR PAYMENTS UNTIL WE NOTIFY YOU OF YOUR FIRST DRAFT DATE

Return completed form to:

Mortgage Co ATTN: Servicing 710 Bluebonnet Dr Allen, TX 75002 Or Fax to: (214) 666-3170

Correction Agreement Limited Power Of Attorney

On 4/19/2008, the undersigned borrower(s), for and in consideration of the approval, closing and funding of their Tax loan (2222), hereby grant Agee Software Tax Advisors, Inc. a limited power of attorney to correct and/or execute or initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed or initialed by the undersigned at settlement. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO MODIFY THE INTEREST RATE THE UNDERSIGNED IS PAYING, MODIFY THE TERM OF THE UNDERSIGNED'S LOAN, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE OR MODIFY THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS. Any of these specified changes must be executed directly by the undersigned.

This limited power of attorney shall automatically terminate 180 days from the closing date of the undersigned's Tax loan.

IN WITNESS WHEREOF, the undersigned have executed this limited power of attorney as of the date and year first above referenced.

ROBERT PERRY		Guadalupe PERRY
Borrower		Borrower
State of Texas County of Fort Bend	999	
This instrument was acknowled	dged before me on	4/19/2008, by ROBERT and Guadalupe PERRY.
Notary Public		
Commission Expires		

(Rev November 2005) Department of the Treasury Internal Revenue Service

Request for Taxpayer **Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

ROBERT PERRY Business name, if different from above		
Check appropriate box: Individual/ Check appropriate box: Sole proprietor Corporation Partnership Other > Address (number, street, and apt. or suite no.) 15 MAIN ST	Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 15 MAIN ST	Requester's name and address (optional)	
City, state, and ZIP code Houston, TX 77083-7351		
City, state, and ZIP code Houston, TX 77083-7351 List account number(s) here (optional)		

Part Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

9 + 9 9+9|9|9|9 Employer identification number

Social security number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part | Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Signature of Sign U.S. person > Date > Here

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a
- U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,