

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

(G) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

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

Texas Home Equity Condominium Rider

Other: TX HE ARM Rider-6 Month
Liber-1st Lien

Texas Home Equity Planned Unit Development Rider

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

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

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

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

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

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

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

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

4/14/18

Notice of Fraudulent Signature

Fay Servicing
PO Box 809441
Chicago, IL 60680-9441
800.495.7166
attn: Legal Department
George Malleris, Account Manager
630.282.7588

cc: Lisa David
District Clerk, Williamson County Texas
PO Box 24, 405 MLK Street
Georgetown, Texas 78627-0024

In the matter of:
26th Judicial District Court
405 Martin Luther King Blvd, Box 2, Georgetown, TX
Cause 18-0375-C26 / Application for Foreclosure

Dear Mr. Malleris-

I understand you are a debt collector attempting to collect a debt from my husband, Roy B. Blizzard, Jr., the obligor of a Texas Home Security Instrument (First Lien), recorded in Williamson County, Texas.

I need to inform you that Roy Blizzard had no power to offer my home as security at that time, and my signature on that document is fraudulent.

My home is unencumbered and collateral to no one.

I have now published notice that I will not serve as surety to any of Roy Blizzard's debts, now or in the future.

Take Notice,

Ms. Gloria Blizzard
1106 Thistle Trail
Cedar Park, TX 78613

INFORM - SERVICER
- COURT
- PROPERTY CLERK/WILCO
COURT - REMOVAL TO FEDERAL COURT
SALE - SHIELD WITH BANKRUPTCY

FAY SERVICING

Ms. Gloria Blizzard
1106 Thistle Trl
Cedar Park, TX 78613

Property	Owner	Property Address
R099004	BLIZZARD, ROY B JR & GLORIA	1106 THISTLE TRL, CEDAR PARK







2018 GENERAL INFORMATION

Property Status	Active
Property Type	Residential
Legal Description	S3306 - Buttercup Creek Sec 2 Village 9, BLOCK T, Lot 7
Neighborhood	L318589F - Buttercup Creek Sec 2-V,5,6,9,10
Account	R-17-W311-509T-0007-0008
Map Number	4-5838

2018 OWNER INFORMATION

Owner Name	BLIZZARD, ROY B JR & GLORIA
Owner ID	0557617
Exemptions	Homestead, Tax Code 11.13(c) Exemption
Percent Ownership	100%
Mailing Address	1106 THISTLE TRL CEDAR PARK, TX 78613-3470

2018 LINES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE
CAD- Williamson CAD		\$0	\$3,000
 CCP- City of Cedar Park	OA	\$30,000	\$3,000
 CWL- Williamson CO	OA	\$25,000	\$3,000
 J01- Aus Comm Coll	HS, OA	\$155,000	\$1,000
 REM- Wmso CO EM/RD	HS	\$3,000	\$3,000
 SLE- Leander ISD	HS, OA	\$35,000	\$3,000
 W00- Upper Brushy Cr WC & ID # 1A	HS, OA	\$30,000	\$3,000

TOTALS

2018 IMPROVEMENTS

Improvement #1	State Code	Homesite
-	A1 - Residential Single Family	Yes

RECORD	TYPE	YEAR BUILT	SQ. FT
1	Main Area	1991	1,6
2	Second Floor	-	1,9
3	Garage	-	4
4	Open Porch	-	
5	Fence Wood	-	
6	Fireplace	1991	

2018 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET V
1 - Residential	A1 - Residential Single Family	Yes	\$60,168

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APF
2017	\$268,859	\$55,200	\$324,059	\$0	\$0	
2016	\$244,191	\$55,200	\$299,391	\$0	\$0	
2015	\$240,975	\$45,400	\$286,375	\$0	\$0	
2014	\$227,465	\$42,000	\$269,465	\$0	\$0	
2013	\$192,329	\$39,500	\$231,829	\$0	\$0	

SALES HISTORY

DEED DATE	SELLER	BUYER
7/22/2003	YEHL ANDREW W & DEBORAH S	BLIZZARD, ROY B JR & GLORIA
4/21/1992	CENTEX REAL ESTATE CORP	YEHL ANDREW W & DEBORAH S
8/14/1991	CENTEX REAL ESTATE CORP	CENTEX REAL ESTATE CORP
4/2/1990	BUTTERCUP CREEK JNT VENTURE	FORESTAR (USA) REAL ESTATE GROU

53-700603 -

We hereby certify this to be a true and correct copy of the original

By: OB
New Century Mortgage Corporation

After recording please return to:

P & P Services, Inc.
[Company Name]

Fulfillment Services
[Name of Natural Person]

4400 Alpha Road
[Street Address]

Dallas, TX 75244
[City, State Zip Code]

WE CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
EXECUTED ON THE DATES AND BY THE
PARTIES SHOWN HEREON.



----- [Space Above This Line for Recording Data] -----

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated February 7, 2007, together with all Riders to this document.

(B) "Borrower" is ROY B. BLIZZARD, Jr. and GLORIA BLIZZARD, husband and wife. Borrower is the grantor under this Security Instrument.

(C) "Lender" is American Homefront Mortgage Funding. Lender is a limited partnership organized and existing under the laws of Texas. Lender's address is 7004 Bee Caves Road, Building 3, Suite 300, Austin, TX 78746. Lender includes any holder of the Note who is entitled to receive payments under the Note. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is G. TOMMY BASTIAN. Trustee's address is 15000 SURVEYOR BLVD STE 100, Addison, TX 75001.

(E) "Note" means the promissory note signed by Borrower and dated February 7, 2007. The Note states that Borrower owes Lender One Hundred Ninety Six Thousand and 00/100ths Dollars (U.S. \$196,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2037.

1012082774

TRANSFER OF RIGHTS IN THE PROPERTY

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

County of Williamson

[Type of Recording Jurisdiction] [None of Recording Jurisdiction]

LOT 7, BLOCK T, BUTTERCUP CREEK SECTION TWO VILLAGE NINE, A SUBDIVISION OF WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDES 17-19, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

which currently has the address of 1106 THISTLE TRAIL

[Street]

Cedar Park, Texas 78613 ("Property Address"):

[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution.

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

Borrower and Lender covenant and agree as follows:

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each

Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow

Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, escrow payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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

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

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

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

amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

8. Borrower's Loan Application. Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(5), Article XVI of the Texas Constitution or other Applicable Law.

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstata as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes the written agreement evidencing the

consent of each owner and each owner's spouse; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and Liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

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

If the Extension of Credit is subject to a law which sets maximum Extension of Credit charges, and that law is finally interpreted so that the interest or other Extension of Credit charges collected or to be collected in connection with the Extension of Credit exceed the permitted limits, then: (a) any such Extension of Credit charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender will make this refund by making a payment to Borrower. The Lender's payment of any such refund will extinguish any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

16. Borrower's Copies. Borrower shall be given at the time this Extension of Credit is made, a copy of all documents signed by Borrower related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply

with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender 60 days after receipt of notice to comply, as provided in this Section 19, with Lender's obligations under the Extension of Credit to the full extent permitted by Section 50(a)(6), Article XVI of the Texas Constitution. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have 60 days after receipt of notice to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, only after Lender has received said notice, has had 60 days to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by Lender to comply with its obligations under this Extension of Credit. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, Extension of Credit charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by Applicable Law.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document may be reformed, by written notice from Lender, without the necessity of the execution of any new amendment or new document by Borrower.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. **Hazardous Substances.** As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates

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an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. **Power of Sale.** It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m., on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

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

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

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

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

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

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

26. No Assignment of Wages. Borrower has not assigned wages as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a

designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

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

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; and/or (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

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

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

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

Roy B. Blizzard, Jr.
ROY B. BLIZZARD, JR. (Borrower)

Printed Name: *[Please Complete]*

Gloria Blizzard
GLORIA BLIZZARD (Borrower)

Printed Name: *[Please Complete]*

(Borrower)

(Borrower)

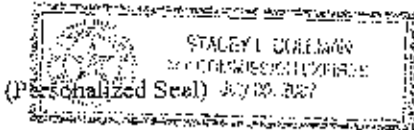
[Acknowledgment on Following Page]

State of Texas

County of Williamson Travis
et al.

§
§

This instrument was acknowledged before me on February 7, 2007 (date),
by ROY B. BLIZZARD, Jr. and GLORIA BLIZZARD (name or names of person or persons acknowledging).



Stacey Coleman
Signature of Officer

Title of Officer

My Commission Expires:

FAY SERVICING

March 30, 2018

Ms. Gloria Blizzard
1106 Thistle Trl
Cedar Park, TX 78613

RE: Account Number: 0000134305
Property Address: 1106 Thistle Dr. Cedar Park, TX 78613

Dear Mrs. Blizzard:

Fay Servicing, LLC ("Fay") received a letter dated February 23, 2018, regarding the mortgage loan (the "Loan") referenced above. In the letter, you state Fay cannot demand payment from you because you are a tenant in residence and not the responsible party for the Loan.

Please recall on February 7, 2007, you signed a Texas Home Equity Security Interest ("Mortgage") on the above referenced property in the amount of \$196,000.00 from America Homefront Mortgage Funding. The documents show you did not sign the Texas Home Equity Adjustable Rate Rider ("Note"). Although you are not financially responsible for the Note, you are still listed on the title of the record and therefore Fay may send Demand Letters for collection of the debt.

Subject to and without waiving any objections, Fay Servicing is providing the following information:

1. Texas Home Equity Security Interest
2. Texas Home Equity Adjustable Rate Rider
3. Transaction History

We trust the information provided has addressed the questions and concerns outlined in your correspondence. Should you have any further questions, please feel free to contact the Account Manager, George Malleris, at (630) 282-7588.

Sincerely,

Legal Department
Fay Servicing, LLC

Enclosures

Fay is a debt collector, and information you provide to us will be used for that purpose. To the extent your original obligation has been discharged or is subject to an automatic stay under the United States Bankruptcy Code, this is being provided for informational purposes only and does not constitute an attempt to collect a debt or impose personal liability. NMLS ID No. 88244

CITATION FOR FORECLOSURE-CERTIFIED MAIL

NO. 18-0375-C26

Style of Case: **IN RE: ORDER OF FORECLOSURE CONCERNING 1106 THISTLE TRAIL, CEDAR PARK, TX 78613**

**TO: GLORIA BLIZZARD
1106 THISTLE TRIAL
CEDAR PARK, TX. 78613**

(or wherever he/she may be found).

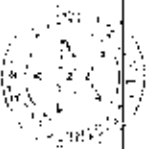
NOTICE TO DEFENDANT: YOU HAVE BEEN SUED. You may employ an attorney. If you, or your attorney, do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the FIRST Monday following the expiration of thirty-eight (38) days from the date the citation was placed in the custody of the U.S. Postal Service, a default judgment may be taken against you.

The nature of the suit is fully shown by a true and correct copy of the APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736 ON A HOME EQUITY LOAN / Application for Foreclosure accompanying this citation and made a part hereof.

Court: 26th Judicial District Court; Honorable Donna King
Court address: 405 Martin Luther King Blvd., Box 2 Georgetown Texas 78626
Cause number: 18-0375-C26
Document: / Application for Foreclosure
Date of Filing:
Parties in Suit: U.S. Bank National Association; Roy B Blizzard, Jr.; Gloria Blizzard; Occupant Of The Property
Plaintiff's Lead Attorney: Jennifer Chacko; 4004 Belt Line Road Suite 100 Addison Tx 75001

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office in Williamson County, Texas, on this the 5th day of April, 2018.

LISA DAVID, DISTRICT CLERK
Williamson County, Texas
P. O. Box 24, 405 M.L.K. Street
Georgetown, Texas 78627-0024



BY: *Angela Clark*
Angela Clark, Deputy

ORIGINAL

CITATION FOR FORECLOSURE-CERTIFIED MAIL,

NO. 18-0375-C26

Style of Case: IN RE: ORDER OF FORECLOSURE CONCERNING 1106 THISTLE TRAIL CEDAR PARK, TX 78613

TO: GLORIA BLIZZARD
1106 THISTLE TRIAL
CEDAR PARK, TX. 78613

RETURN OF CITATION BY CERTIFIED MAIL

Came to hand on the , at , and I hereby certify that on the 5th day of April, 2018, I mailed to Gloria Blizzard 1106 Thistle Trail Cedar Park Tx 78613, at 1106 Thistle Trail Cedar Park TX 78613 by certified mail, return receipt requested with restricted delivery, signature confirmation requested, a true copy of this citation together with a copy of the APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736 ON A HOME EQUITY LOAN / Application for Foreclosure attached thereto.

Attach certified mail issuance receipt, with certified mail number here.

LISA DAVID, DISTRICT CLERK
Williamson County, Texas
P. O. Box 24, 405 M.L.K. Street
Georgetown, Texas 78627-0024



BY: Angela Clark
Angela Clark, Deputy

Check one of the choices below, then date and sign it:

[] Service upon the respondent is evidenced by the return receipt incorporated herein and attached hereto, signed for on:

Date by Deputy

[] Service upon the respondent was NOT executed for the following reason:

Date by Deputy

Attach certified mail return card (green card) below or on back side of this document

WILLIAMSON COUNTY LOCAL RULES

C. PRE-TRIAL PROCEDURES

C-2 SCHEDULING. At the time of filing in each non-family civil case, the Clerk will provide the plaintiff a copy of the following rules relating to pre-trial scheduling to be served with the petition. They are as follows:

- a) Any additional parties to be joined within 90 days from the date answered filed.
- b) Plaintiff's expert witnesses to be designated within 120 days from the date answer is filed. Defendant's expert witnesses shall be designated within 150 days from the date answer is filed.
- c) Discovery shall be completed within 180 days from the date answer is filed.
- d) Motions for summary judgment to be filed within 210 days from the date answer is filed.
- e) A settlement conference must be held with the two parties present within 250 days from the date of answer.
- f) A pre-trial statement setting forth unresolved issues, proposed jury charges, and stipulations and all matters to be considered in Rule 166 pre-trial conference shall be filed no later than 270 days from the date of answer. If the parties are unable to agree on a joint pre-trial statement then separate submission is required.

*NOTE A copy of this rule will be attached to citations issued by the Clerk.

SUBDIVISION OF WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDES 17-19, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

4. Petitioner alleges:

- A. The type of lien sought to be foreclosed is a Home Equity Loan under art. XVI, section 50(a)(6) of the Texas Constitution. The lien is indexed at CLERK'S FILE NO. 2007012460 and recorded in the real property records of WILLIAMSON County, Texas.
- B. Petitioner has authority to seek foreclosure of the lien because Petitioner is the holder of the note and beneficiary of the deed of trust.
- C. The name of each person obligated to pay the underlying debt or obligation evidenced by the loan agreement, contract, or lien encumbering the property sought to be foreclosed is ROY B BLIZZARD JR.
- D. The name of each Respondent who is a mortgagor of the lien instrument sought to be foreclosed, but who is not a maker or assumer of the underlying debt is GLORIA BLIZZARD.
- E. As of 04/12/2018:
- (i) 95 regular monthly payments have not been paid. The amount required to cure the default is \$182,992.19. According to Petitioner's records, all lawful offsets, payments, and credits have been applied to the account in default.
 - (ii) The total amount to pay off the loan agreement, contract, or lien is \$343,459.70.
- F. Notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.
- G. Before this application was filed, any other action required to initiate a foreclosure

proceeding by Texas law or the loan agreement, contract, or lien sought to be foreclosed was performed.

5. Legal action is not being sought against the occupant of the property unless the occupant is named as a Respondent in this application.
6. If Petitioner obtains a court order, Petitioner will proceed with foreclosure of the property in accordance with the applicable law and the terms of the loan agreement contract, or lien sought to be foreclosed.
7. The following documents are attached to this application:

- A. An affidavit or declaration of material facts describing the basis for foreclosure.
 - B. The note and deed of trust establishing the lien.
 - C. The assignment of the lien recorded in the real property records of the county where the property is located or other pertinent instruments, if any.
 - D. A copy of each default notice required to be mailed to any Respondent under Texas law and the loan agreement, contract, or lien sought to be foreclosed, and the USPS tracking report demonstrating that a notice was sent by certified mail before this application was filed.
8. Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to Petitioner or Petitioner's attorney immediately.

9. *Prayer for Relief.* Petitioner seeks an expedited order under Rule 736 so that it may proceed with foreclosure in accordance with applicable law and terms of the loan agreement, contract, or lien sought to be foreclosed.

Respectfully submitted,

**Barrett Daffin Frappier
Turner & Engel, LLP**

By: _____
Jennifer Chacko (JenniC@bdfgroup.com)
State Bar No. 24082482
4004 Belt Line Road, Suite 100
Addison, Texas 75001
(972) 386-5040 (Phone)
(972) 341-0734 (Fax)

ATTORNEYS FOR PETITIONER

CAUSE NO. _____

In Re: Order of Foreclosure	§	IN THE DISTRICT COURT
Concerning	§	
1106 THISTLE TRAIL	§	
CEDAR PARK, TX 78613	§	
	§	
Under Tex. R. Civ. P. 736	§	
	§	
Petitioner:	§	OF WILLIAMSON COUNTY, TEXAS
	§	
U.S. Bank National Association as Legal Title	§	
Trustee for Truman 2016 SC6 Title Trust	§	
	§	
	§	
Respondent(s):	§	
	§	
ROY B BLIZZARD JR and GLORIA	§	_____ JUDICIAL DISTRICT
BLIZZARD	§	
	§	

**AFFIDAVIT IN SUPPORT OF PETITIONER'S
APPLICATION FOR AN EXPEDITED ORDER UNDER RULE 736**

STATE OF Texas
COUNTY OF Williamson

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

1. My name is Lauren Jowers, I am an adult and of sound mind.
2. I am Lauren Jowers of FAY SERVICING LLC, whose address is 440 S. LASALLE ST., SUITE 2000, CHICAGO, IL 60605. My affidavit concerns the account of ROY B BLIZZARD JR ("Obligor"). FAY SERVICING LLC is the mortgage servicer of Obligor's debt for Petitioner.

3. I have read and understand the purpose of the application to which my affidavit is attached and adopt by reference the statements made in it. I am the authorized agent or representative of Petitioner with respect to Obligor's account, and in that capacity, I am authorized to make this affidavit on Petitioner's behalf. My testimony is based on my experience, my knowledge of the usual business practices of FAY SERVICING LLC and the servicing industry in general, my job responsibilities, and the servicing records for Obligor's account.
4. Through my job responsibilities, I have access to and have reviewed the servicing records and data for Obligor's account, including electronic and computer generated records and data compilations. The records attached to the application are the original records or exact duplicates of the original records kept in the servicing file for Obligor's account.
5. Based on the regular practices of FAY SERVICING LLC and the servicing industry in general, these records:
 - a. were made at or near the time of each act, event, or condition set forth in the records;
 - b. were made by, or from information transmitted by, a person engaged in the servicing of Obligor's account who had actual knowledge of the acts, events, or conditions recorded; and
 - c. are the kind of records that are kept in the regular course of servicing loan agreements.
6. It is the regular practice of businesses engaged in the servicing of loan agreements or other contracts requiring the collection of money to keep accurate records on debits and credits to an account, an account's balance, the collateral securing the right to the

lienholder's right to repayment, and efforts to enforce the underlying debt if the Obligor has defaulted. These records are relied upon for accuracy by all person engaged in the servicing and enforcement of a loan agreement. There is no indication that the servicing records for Obligor's account are untrustworthy.

7. Based on the servicing records for Obligor's account, as of 04/12/2018:

(i) 95 regular monthly payments have not been paid. The amount required to cure the default is \$182,992.19. According to Petitioner's records, all lawful offsets, payments, and credits have been applied to the account in default.

(ii) The total amount to pay off the loan agreement, contract, or lien is \$343,459.70.

(iii) Notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.

2016 12 MONTHS
2017 12 MONTHS
2018 4 MONTHS

28
67 MONTHS BEFORE
2016
FAY SERVICING
BDFTE

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

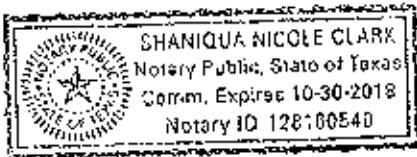
Signed this 17 day of March, 2014.

Lauren Jowers
Signature of Affiant

Lauren Jowers
Printed Name and Title of Affiant

Signed under oath before me on March 17, 2014.

[NOTARY SEAL]



Shaniqua Nicole Clark
Notary Public in and for the State of Texas
My commission expires: 10-30-18

EXHIBIT A

Loan No. [REDACTED]

THIS IS AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6),
ARTICLE XVI OF THE TEXAS CONSTITUTION

THIS EXTENSION OF CREDIT HAS A VARIABLE RATE OF INTEREST AS AUTHORIZED BY
SECTION 50(a)(6)(O), ARTICLE XVI OF THE TEXAS CONSTITUTION

**TEXAS HOME EQUITY
ADJUSTABLE RATE NOTE
(LIBOR 6 Month Index (As Published in
The Wall Street Journal) - Rate Caps)
(First Lien)**

CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
EXECUTED ON THE DATES AND BY THE
PARTIES SHOWN HEREON.
[Signature]

THIS NOTE PROVIDES FOR A CHANGE IN MY INTEREST RATE. THIS NOTE LIMITS THE
AMOUNT MY INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE I MUST PAY.

February 7, 2007
[Date]

Austin
[City]

Texas
[State]

1106 THISTLE TRAIL, Cedar Park, TX 78613
[Property Address]

[REDACTED]

1. BORROWER'S PROMISE TO PAY

This is an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Extension of Credit"). In return for the Extension of Credit that I have received, I promise to pay U.S. \$ 196,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is American Homefront Mortgage Funding. 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."

I understand that this is not an open-end account that may be debited from time to time or under which credit may be extended from time to time.

The property described above by the Property Address is subject to the lien of the Security Instrument executed concurrently herewith (the "Security Instrument").

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 8.800%. The interest rate I will pay may change in accordance with Section 4 of this Note. It is agreed that the total of all interest and other charges that constitute interest under applicable law shall not exceed the maximum amount of interest permitted by applicable law. Nothing in this Note or the Security Instrument shall entitle the Note Holder upon any contingency or event whatsoever, including by reason of acceleration of the maturity or prepayment of the Extension of Credit, to receive or collect interest or other charges that constitute interest in excess of the highest rate allowed by applicable law on the Principal or on a monetary obligation incurred to protect the property described above authorized by the Security Instrument, and in no event shall I be obligated to pay interest in excess of such rate.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

[REDACTED]

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 payments on the 1st day of each month beginning April, 2007. 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. My monthly payments will be applied to interest before Principal. If, on March 1, 2037, 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 7004 Bee Caves Road, Building 3, Suite 300, Austin, TX 78746 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$1,548.94. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my Extension of Credit and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of March, 2009, and on that day every 60 months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and 150/1000ths percentage point(s) (6.150%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal successive monthly payments, each of which will exceed the amount of accrued interest as of the date of the scheduled installment. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

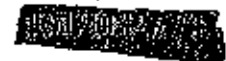
The interest rate I am required to pay at the first Change Date will not be greater than 10.800% or less than 8.800%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One and 500/1000ths percentage point(s) (1.500%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.800%, which is called the "Maximum Rate" or less than 8.8%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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



5. **BORROWER'S RIGHT TO PREPAY**

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

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

6. **LOAN CHARGES**

All agreements between Note Holder and me are expressly limited so that any interest, loan charges or fees (other than interest) collected or to be collected from me, any owner or the spouse of any owner of the property described above in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this Extension of Credit 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 Extension of Credit exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder will make this refund by making a payment to me. The Note Holder's payment of any such refund will extinguish any right of action I might have arising out of such overcharge.

It is the express intention of the Note Holder and me to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document may be reformed by written notice from the Note Holder without the necessity of the execution of any new amendment or new document by me.

The provisions of this Section 6 shall supersede any inconsistent provision of this Note or the Security Instrument.

7. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) **Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of Principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) **Default**

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

(C) **Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means. This Note may not be accelerated because of a decrease in the market value of the property described above or because of my default under any indebtedness not evidenced by this Note or the Security Instrument.

(D) **No Waiver By Note Holder**

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

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

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law, including Section 50(a)(6), Article XVI of the Texas Constitution. These expenses include, for example, reasonable attorneys'

fees. I understand that these expenses are not contemplated as fees to be incurred in connection with maintaining or servicing this Extension of Credit.

8. GIVING OF NOTICES

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

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 7(A) above or at a different address if I am given a notice of that different address. However, if the purpose of the notice is to notify the Note Holder of failure to comply with the Note Holder's obligations under this Extension of Credit, or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Subject to the limitation of personal liability described below, each person who signs this Note is responsible for ensuring that all of my promises and obligations in this Note are performed, including the payment of the full amount owed. Any person who takes over these obligations is also so responsible.

I understand that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that this Note is given without personal liability against each owner of the Property described above and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, the Note Holder can enforce its rights under this Note solely against the Property described above and not personally against any owner of such Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, I will be personally liable for the payment of any amounts due under this Note. This means that a personal judgment could be obtained against me if I fail to perform my responsibilities under this Note, including a judgment for any deficiency that results from Note Holder's sale of the Property described above for an amount less than is owing under this Note.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 9 shall not impair in any way the right of the Note Holder to collect all sums due under this Note or prejudice the right of the Note Holder as to any promises or conditions of this Note.

10. WAIVERS

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

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, 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 14 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.

12. **APPLICABLE LAW**

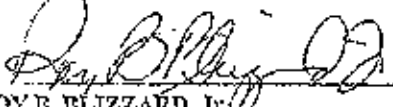
This Note shall be governed by the law of Texas and any applicable federal law. In the event of any conflict between the Texas Constitution and other applicable law, it is the intent that the provisions of the Texas Constitution shall be applied to resolve the conflict. In the event of a conflict between any provision of this Note and applicable law, the applicable law shall control to the extent of such conflict and the conflicting provisions contained in this Note shall be modified to the extent necessary to comply with applicable law. All other provisions in this Note will remain fully effective and enforceable.

13. **NO ORAL AGREEMENTS**

THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, IF SUCH SECTION APPLIES. 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 AGREEMENTS BETWEEN THE PARTIES.

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

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY, YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]



ROY E. BLIZZARD, Jr. (Seal)
-Borrower

(Seal)
-Donor

(Seal)
-Borrower

(Seal)
-Donor

[Sign Original Only]

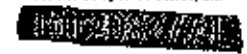


EXHIBIT B

03-700603 - CB



SI

2007012460

21 PGS

After recording, please return to:

P & P Services, Inc.
[Company Name]

Fulfillment Services
[Name of Natural Person]

4400 Alpha Road
[Street Address]

Dallas, TX 75244
[City, State, Zip Code]

----- *[Space Above This Line for Recording Data]* -----

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated February 7, 2007, together with all Riders to this document.

(B) "Borrower" is **ROY B. BLIZZARD, Jr. and GLORIA BLIZZARD**, husband and wife. Borrower is the grantor under this Security Instrument.

(C) "Lender" is **American Homefront Mortgage Funding**. Lender is a limited partnership organized and existing under the laws of Texas. Lender's address is 7004 Bee Caves Road, Building 3, Suite 300, Austin, TX 78746. Lender includes any holder of the Note who is entitled to receive payments under the Note. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **G. TOMMY BASTIAN**. Trustee's address is 15000 SURVEYOR BLVD STE 100, Addison, TX 75001.

(E) "Note" means the promissory note signed by Borrower and dated February 7, 2007. The Note states that Borrower owes Lender **One Hundred Ninety Six Thousand and 00/100ths Dollars (U.S. \$196,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 1, 2037**.

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

(G) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

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

Texas Home Equity Condominium Rider

Other: TX HE ARM Rider-6 Month
Libor-1st Lien

Texas Home Equity Planned Unit Development Rider

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

County of Williamson

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 7, BLOCK T, BUTTERCUP CREEK SECTION TWO VILLAGE NINE, A SUBDIVISION OF WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDES 17-19, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

which currently has the address of **1106 THISTLE TRAIL**
[Street]

Cedar Park, Texas 78613 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution.

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

Borrower and Lender covenant and agree as follows:

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each

Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow

Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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

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

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

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

amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

B. Borrower's Loan Application. Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes the written agreement evidencing the

consent of each owner and each owner's spouse; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

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

If the Extension of Credit is subject to a law which sets maximum Extension of Credit charges, and that law is finally interpreted so that the interest or other Extension of Credit charges collected or to be collected in connection with the Extension of Credit exceed the permitted limits, then: (a) any such Extension of Credit charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender will make this refund by making a payment to Borrower. The Lender's payment of any such refund will extinguish any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

16. Borrower's Copies. Borrower shall be given at the time this Extension of Credit is made, a copy of all documents signed by Borrower related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply

with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender 60 days after receipt of notice to comply, as provided in this Section 19, with Lender's obligations under the Extension of Credit to the full extent permitted by Section 50(a)(6), Article XVI of the Texas Constitution. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have 60 days after receipt of notice to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, only after Lender has received said notice, has had 60 days to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by Lender to comply with its obligations under this Extension of Credit. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, Extension of Credit charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by Applicable Law.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document may be reformed, by written notice from Lender, without the necessity of the execution of any new amendment or new document by Borrower.

Lender's right to comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates

an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.



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

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

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

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

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

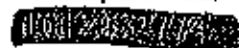
If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument, or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

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

26. No Assignment of Wages. Borrower has not assigned wages as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a



designation by Lender in writing. Without any further act or conveyance of the Property the substitute, addition of or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

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

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; and/or (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

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

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

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

ROY B. BLIZZARD, Jr. (Borrower)

Printed Name: [Please Complete]

GLORIA BLIZZARD (Borrower)

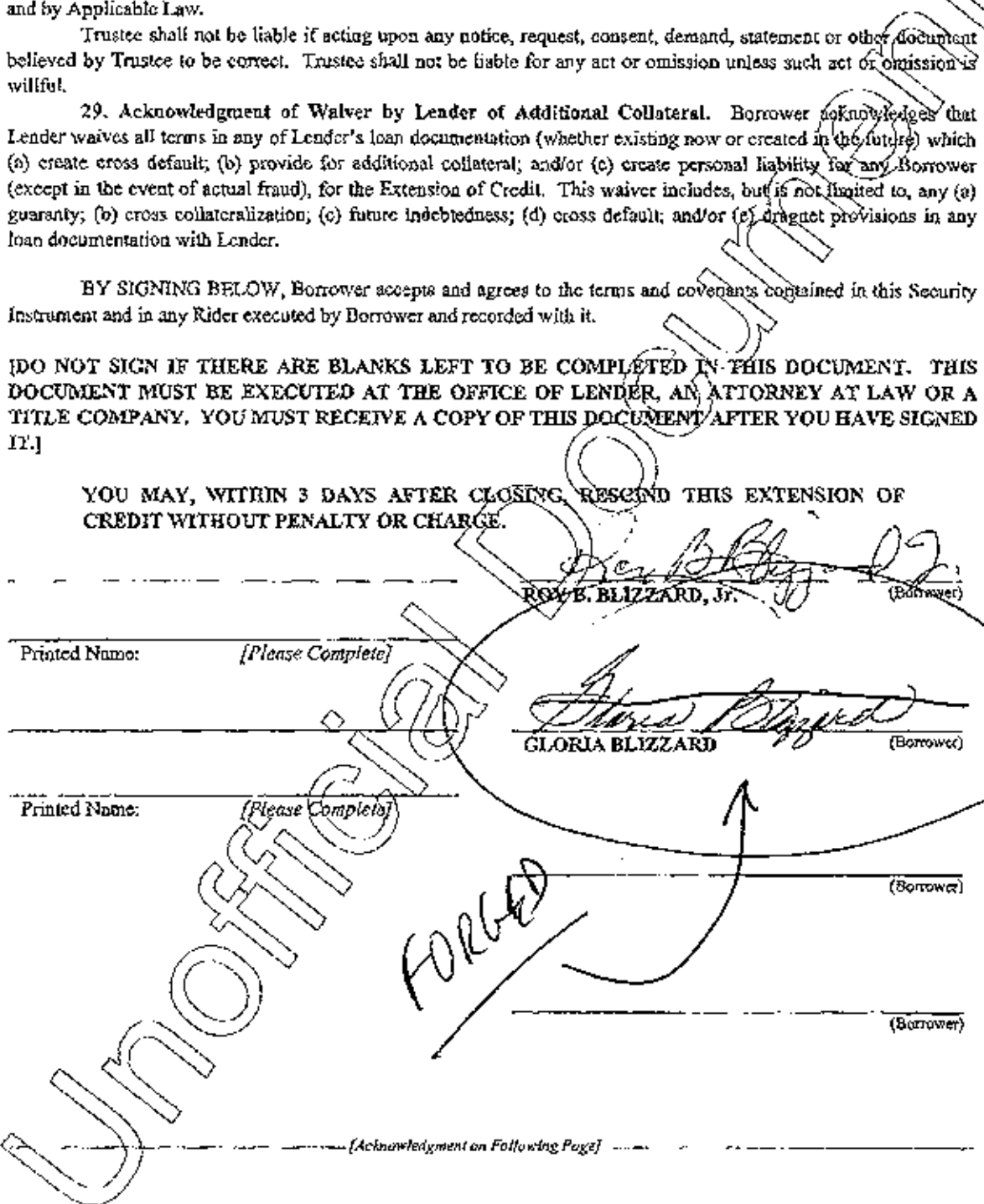
Printed Name: [Please Complete]

(Borrower)

(Borrower)

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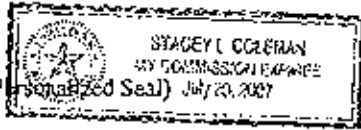


State of Texas

County of ~~Williamson~~ *Travis*

§
§

This instrument was acknowledged before me on February 7, 2007 (date)
by ROY B. BLIZZARD, Jr. and GLORIA BLIZZARD (name or names of person or persons acknowledging).

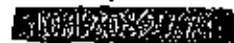


Stacey Coleman
Signature of Officer

Title of Officer

My Commission Expires:

Unofficial Document



THIS IS AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6),
ARTICLE XVI OF THE TEXAS CONSTITUTION

THIS EXTENSION OF CREDIT HAS A VARIABLE RATE OF INTEREST AS AUTHORIZED BY
SECTION 50(a)(6)(O), ARTICLE XVI OF THE TEXAS CONSTITUTION

**TEXAS HOME EQUITY
ADJUSTABLE RATE NOTE
(LIBOR 6 Month Index (As Published in
The Wall Street Journal) - Rate Caps)
(First Lien)**

THIS NOTE PROVIDES FOR A CHANGE IN MY INTEREST RATE. THIS NOTE LIMITS THE
AMOUNT MY INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE I MUST PAY.

February 7, 2007
[Date]

Austin
[City]

Texas
[State]

1106 THISTLE TRAIL, Cedar Park, TX 78613
[Property Address]

1. BORROWER'S PROMISE TO PAY

This is an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (the "Extension of Credit"). In return for the Extension of Credit that I have received, I promise to pay U.S. \$ 196,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is American Homefront Mortgage Funding. 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."

I understand that this is not an open-end account that may be debited from time to time or under which credit may be extended from time to time.

The property described above by the Property Address is subject to the lien of the Security Instrument executed concurrently herewith (the "Security Instrument").

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 8.800%. The interest rate I will pay may change in accordance with Section 4 of this Note. It is agreed that the total of all interest and other charges that constitute interest under applicable law shall not exceed the maximum amount of interest permitted by applicable law. Nothing in this Note or the Security Instrument shall entitle the Note Holder upon any contingency or event whatsoever, including by reason of acceleration of the maturity or prepayment of the Extension of Credit, to receive or collect interest or other charges that constitute interest in excess of the highest rate allowed by applicable law on the Principal or on a monetary obligation incurred to protect the property described above authorized by the Security Instrument, and in no event shall I be obligated to pay interest in excess of such rate.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(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 payments on the 1st day of each month beginning April, 2007. 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. My monthly payments will be applied to interest before Principal. If, on March 1, 2037, 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 7004 Bee Caves Road, Building 3, Suite 300, Austin, TX 78746 or at a different place if required by the Note Holder.

(B) **Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$1,548.94. This amount may change.

(C) **Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid Principal of my Extension of Credit and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. **ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

(A) **Change Dates**

The interest rate I will pay may change on the 1st day of March, 2009, and on that day every 6th month thereafter.

Each date on which my interest rate could change is called a "Change Date."

(B) **The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) **Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and 150/1000ths percentage point(s) (6.150%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal successive monthly payments, each of which will exceed the amount of accrued interest as of the date of the scheduled installment. The result of this calculation will be the new amount of my monthly payment.

(D) **Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 10.800% or less than 8.800%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One and 500/1000ths percentage point(s) (1.500%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.800%, which is called the "Maximum Rate" or less than 8.8%.

(E) **Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) **Notice of Changes**

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

5. BORROWER'S RIGHT TO PREPAY

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

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

6. LOAN CHARGES

All agreements between Note Holder and me are expressly limited so that any interest, loan charges or fees (other than interest) collected or to be collected from me, any owner or the spouse of any owner of the property described above in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this Extension of Credit 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 Extension of Credit exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder will make this refund by making a payment to me. The Note Holder's payment of any such refund will extinguish any right of action I might have arising out of such overcharge.

It is the express intention of the Note Holder and me to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document may be reformed by written notice from the Note Holder without the necessity of the execution of any new amendment or new document by me.

The provisions of this Section 6 shall supersede any inconsistent provision of this Note or the Security Instrument.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of Principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means. This Note may not be accelerated because of a decrease in the market value of the property described above or because of my default under any indebtedness not evidenced by this Note or the Security Instrument.

(D) No Waiver By Note Holder

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

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

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law, including Section 50(a)(6), Article XVI of the Texas Constitution. Those expenses include, for example, reasonable attorneys'

fees. I understand that these expenses are not contemplated as fees to be incurred in connection with maintaining or servicing this Extension of Credit.

8. GIVING OF NOTICES

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

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. However, if the purpose of the notice is to notify the Note Holder of failure to comply with the Note Holder's obligations under this Extension of Credit, or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Subject to the limitation of personal liability described below, each person who signs this Note is responsible for ensuring that all of my promises and obligations in this Note are performed, including the payment of the full amount owed. Any person who takes over these obligations is also so responsible.

I understand that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that this Note is given without personal liability against each owner of the Property described above and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, the Note Holder can enforce its rights under this Note solely against the Property described above and not personally against any owner of such Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, I will be personally liable for the payment of any amounts due under this Note. This means that a personal judgment could be obtained against me if I fail to perform my responsibilities under this Note, including a judgment for any deficiency that results from Note Holder's sale of the Property described above for an amount less than is owing under this Note.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 9 shall not impair in any way the right of the Note Holder to collect all sums due under this Note or prejudice the right of the Note Holder as to any promises or conditions of this Note.

10. WAIVERS

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

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, 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 14 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.

12. **APPLICABLE LAW**

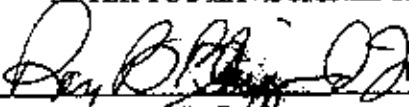
This Note shall be governed by the law of Texas and any applicable federal law. In the event of any conflict between the Texas Constitution and other applicable law, it is the intent that the provisions of the Texas Constitution shall be applied to resolve the conflict. In the event of a conflict between any provision of this Note and applicable law, the applicable law shall control to the extent of such conflict and the conflicting provisions contained in this Note shall be modified to the extent necessary to comply with applicable law. All other provisions in this Note will remain fully effective and enforceable.

13. **NO ORAL AGREEMENTS**

THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, IF SUCH SECTION APPLIES. 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 AGREEMENTS BETWEEN THE PARTIES.

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

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

 _____ ROY B. BLIZARS, Jr. (Seal) -Borrower	_____ (Seal) -Borrower	_____ (Seal) -Borrower	_____ (Seal) -Borrower
--	------------------------------	------------------------------	------------------------------

[Sign Original Only]

X GLORIA

Loan No. [REDACTED]

THIS EXTENSION OF CREDIT HAS A VARIABLE RATE OF INTEREST AS AUTHORIZED BY SECTION 50(a)(6)(G), ARTICLE XVI OF THE TEXAS CONSTITUTION

**TEXAS HOME EQUITY ADJUSTABLE RATE RIDER
(LIBOR 6 Month Index (As Published in The Wall Street
Journal) - Rate Caps) (Cash Out - First Lien)**

THIS TEXAS HOME EQUITY ADJUSTABLE RATE RIDER is made this 7th day of February, 2007, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date given by the undersigned ("Borrower") to secure Borrower's Texas Home Equity Adjustable Rate Note (the "Note") to American Homefront Mortgage Funding (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

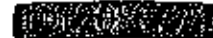
1106 THISTLE TRAIL, Cedar Park, TX 78613
(Property Address)

THE NOTE PROVIDES FOR CHANGES IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.800%. The Note provides for changes in the interest rate and the monthly payments, as follows:



4. **ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

(A) **Change Dates**

The interest rate I will pay may change on the 1st day of March, 2009, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) **The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) **Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and 150/1000ths percentage point(s) (6.150%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal successive monthly payments, each of which will exceed the amount of accrued interest as of the date of the scheduled installment. The result of this calculation will be the new amount of my monthly payment.

(D) **Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 10.800 or less than 8.800%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One and 500/1000ths percentage point(s) (1.500%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.800%, which is called the "Maximum Rate" or less than 8.8%.

(E) **Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) **Notice of Changes**

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

----- (Signatures on Following Page) -----



BY SIGNING BELOW, Borrower accepts and agrees to the terms and coveaants contained in this Texas Home Equity Adjustable Rate Rider.

(DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.)



ROY B. BLIZZARD, Jr.

(Seal)
-Borrower



GLORIA BUZZARD

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

FORGED



Unofficial Document

Loan No.: [REDACTED]

TEXAS HOME EQUITY PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 7th day of February, 2007, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to American Homefront Mortgage Funding (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1106 THISTLE TRAIL, Cedar Park, TX 78613
(Property Address)

The property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions, and restrictions filed in the Real Property records of the county in which the property is located (the "Declaration"). The property is a part of a planned unit development described in the Declaration (the "PUD"). The property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest. Insofar as permitted by Section 50(a)(6)(H), Article XVI of the Texas Constitution, "homestead" shall include the elements of the property described by this Rider.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the:

- (i) Declaration;
- (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and
- (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:



(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the property, or to common areas and facilities of the PUD, any proceeds payable to Borrower shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender, if allowed by applicable law, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

Roy B. Blizzard, Jr.

ROY B. BLIZZARD, JR.
(Seal)
-Borrower

Gloria Blizzard

GLORIA BLIZZARD.
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2007012450

Nancy E. Rister
02/15/2007 02:16 PM
PHOLTZ \$86.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

@Gracy Title

EXHIBIT C



Prepared By and Return To:
Heather Neal
Collateral Department
Meridian Asset Services, Inc.
730 9th Avenue N., Suite 102
St. Petersburg, FL 33702
(727) 497-4650

MG

FORGED BY BDFTR

Space above for Recorder's use

Loan# [REDACTED]

LOST ASSIGNMENT OF DEED OF TRUST AFFIDAVIT

I, STEPHEN H GRAY as CEO of ALTISOURCE

RESIDENTIAL, LP being duly sworn, do hereby state under oath that

- I am authorized to make this Affidavit on behalf of the Company.

- ALTISOURCE RESIDENTIAL, LP is the Lawful Owner of the following described Deed of Trust (the "Deed of Trust"):

Date of Deed of Trust: 02/07/2007
Original Loan Amount: \$196,000.00
Executed by Borrower(s): ROY B. BLIZZARD, JR. AND GLORIA BLIZZARD
Original Lender: AMERICAN HOMEFRONT MORTGAGE FUNDING
Trustee: G. TOMMY BASTIAN
Filed of Record: 2/15/2007, in Instrument# 200701246 in the Office of County Recorder of Williamson, TX

Property Address: 1106 THISTLE TRAIL, CEDAR PARK, TEXAS 78613

- AMERICAN HOMEFRONT MORTGAGE FUNDING (Assignor), assigned its right, title and interest in the Deed of Trust to WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2 (Assignee), whose address is
CO Altisource Asset Management Corporation, 36C Strand Street, Christiansted, USVI 00820
- Based upon a diligent search of the property records, and the records of the Affidavit, an Assignment of Deed of Trust was never recorded.
- ALTISOURCE RESIDENTIAL, LP, after diligent effort, has been unsuccessful in obtaining a signed Assignment of Deed of Trust.
- ALTISOURCE RESIDENTIAL, LP, agrees and acknowledges that this Affidavit may be presented as evidence of the Assignment of Deed of Trust whether in any proceeding or action with respect thereto or otherwise, and hereby authorizes such use of this Affidavit.
- The representations, warranties and agreements herein shall bind the undersigned and its successors and assigns, and shall inure to the benefit of the respective successors and assigns.

[REDACTED] Owner-Pay [REDACTED]

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this Affidavit.

Date: 1/10/17

ALTSOURCE RESIDENTIAL, LP

By: [Signature]
Name: STEPHEN H. GRAY
Title: CHIEF ADMINISTRATIVE OFFICER

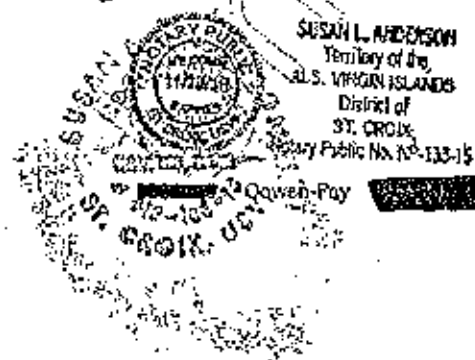
[Signature]
Witness Name: ESLIE PATTERSON

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

Territory of U.S. Virgin Islands
Division of ST. CROIX

On 1/10/17 before me, SUSAN L. ANDERSON, a Notary Public, personally appeared STEPHEN H. GRAY, CEO, officer of ALTSOURCE RESIDENTIAL, LP, personally known to me, by who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the Territory of U.S. Virgin Islands that the foregoing paragraph is true and correct. I further certify that STEPHEN H. GRAY signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.
(Notary Public)
My commission expires [Signature]



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2017018466

OFF Fee: \$25.00
03/01/2017 12:28 PM Hbarrick

[Signature]
Nancy E. Rister, County Clerk
Hill Country, Texas



Prepared By and Return To:
Paul Pugglys
Collateral Department
Meridian Asset Services, Inc.
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(727) 497-4650

Space above for Recorder's use

Loan No: [REDACTED]
Svr Ln No: [REDACTED]



ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2**, whose address is **C/O ALTISOURCE ASSET MANAGEMENT CORPORATION, 36C STRAND STREET, CHRISTIANSTED, USVI 00820**, (ASSIGNOR), does hereby grant, assign and transfer to **US BANK NATIONAL ASSOCIATION AS LEGAL TITLE TRUSTEE FOR TRUMAN 2016 SC6 TITLE TRUST**, whose address is **U.S. BANK CORPORATE TRUST SERVICES, DOCUMENT CUSTODY SERVICES, 1133 RANKIN STREET, SUITE 100, ST. PAUL, MN 55116, EP-MN-TM2D**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain deed of trust, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Deed of Trust: 2/7/2007
Original Loan Amount: \$196,000.00
Executed by (Borrower(s)): **ROY B. BLIZZARD, JR. AND GLORJA BLIZZARD**
Original Trustee: **G. TOMMY BASTIAN**
Original Beneficiary: **AMERICAN HOMEFRONT MORTGAGE FUNDING**
Filed of Record: In Book N/A, Page N/A,
Document/Instrument No: 2007012460 in the Recording District of **WILLIAMSON, TX**, Recorded on 2/15/2007.

Property more completely described as: **1106 THISTLE TRAIL, CEDAR PARK, TEXAS 78613**

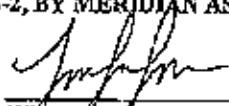
IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 6-29-17

FORGED

WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2, BY MERIDIAN ASSET SERVICES, INC., ITS ATTORNEY-IN-FACT


By: **MATTHEW KRUEGER**
Title: **VICE PRESIDENT**


Witness Name: **MAKAYLA MITCHELL**

 **Ocwen-Fay** 



A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **FLORIDA**
County of **PINELLAS**

On 6/29/17, before me, JAMIE OLGIA, a Notary Public, personally appeared MATTHEW KRUEGER, VICE PRESIDENT of MERIDIAN ASSET SERVICES, INC., AS ATTORNEY-IN-FACT FOR WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA that the foregoing paragraph is true and correct. I further certify MATTHEW KRUEGER, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.

(Notary Name): JAMIE OLGIA
My commission expires: 04/12/2020

 JAMIE OLGIA
MY COMMISSION # FF 891308
EXPIRES: April 12, 2020
Bonded Third Class Notary Services

Meridian Asset Services Inc
① 3201 34th Street S ste B310
E St Petersburg FL 33711

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2017066372

RSSN Fee: \$25.00
07/19/2017 01:58 PM OSALINAS



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas



 Dewee-Fay 

EXHIBIT D

Fay Servicing, LLC
PO Box 9092
Tombala, CA 92583-9092



9307 1100 1170 0947 1147 58

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
Fay Servicing, LLC
Attn: Payment Processing
PO Box 3187
Carol Stream, IL 60132-3187

20160209-255

Send Correspondence to:
Fay Servicing, LLC
Attn: Customer Service Dept
PO Box 800441
Chicago, IL 60680-0441

[[[POSTNET]]]
Roy B Blizzard-Jr
1106 THISTLE TRL
CEDAR PARK, TX 78613-3470

ROY B BLIZZARD JR
1106 THISTLE TRL
CEDAR PARK, TX 78613-3470



W 1X DEMAND

FAY SERVICING

02/08/2018

Roy B Blizzard-Jr
1106 THISTLE TRL
CEDAR PARK, TX 78613-3470

Sent Via Certified Mail
9307 3200 3270 0997 3247 56

Loan Number: [REDACTED]
Property Address: 1106 Thistle Trl
Cedar Park, TX 78613

Dear Roy B Blizzard-Jr:

This letter is formal notice by Fay Servicing, LLC, the Servicer of the above-referenced loan, on behalf of U.S. Bank National Association as Legal Title Trustee for Truman 2016 SC6 Title Trust, that you are in default under the terms of the documents creating and securing your Loan described above, including the Note and Deed of Trust/Mortgage/Security Deed ("Security Instrument"), for failure to pay amounts due.

You have a right to cure your default. To cure the default, you must pay the full amount of the default on this loan by 03/15/2018 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Failure to cure the default on or before this date will result in acceleration of the sums secured by the Security Instrument and sale of the property.

As of the date of this notice, the total amount required to cure the default is \$179,021.24, which consists of the following:

Next Payment Due Date:	06/01/2010
Total Monthly Payments Due:	\$159,536.23
Late Charges:	\$1,179.45
Other Charges:	Uncollected NSF Fees: \$0.00
	Other Fees: \$0.00
	Corporate Advance Balance: \$18,305.56
	Unapplied Balance: (\$0.00)
TOTAL YOU MUST PAY TO CURE DEFAULT:	\$179,021.24

You can cure this default by making a payment of \$179,021.24 by 03/15/2018. Please note any additional monthly payments, late charges and other charges that may be due under the Note, Security Instrument and applicable law after the date of this notice must also be paid to bring your account current. You may contact our Loss Mitigation Department at 8004957166 to obtain updated payment information. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current default. Please include your loan number and property address with your payment and send to:



Fay Servicing, LLC
PO Box 88099
Chicago, IL 60680-1009

If you wish to dispute the delinquency, or if you dispute the calculation of amount of the delinquency and reinstatement amount, you may contact us by calling 8004957166.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, Fay Servicing, LLC offers consumer assistance programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to our customers. You may be eligible for a loan workout plan or other similar alternative. If you would like to learn more about these programs, you may contact the Loss Mitigation Department at 8004957166 from Monday to Thursday 8:00am to 9:00pm CST Friday 8:30am to 5:00pm CST Saturday 10:00am to 4:00pm CST. You may also visit our website www.fayservicing.com. **WE ARE VERY INTERESTED IN ASSISTING YOU.**

You have the right to reinstate the loan after acceleration and to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale. If foreclosure proceedings are undertaken, we may pursue a deficiency judgment, if permitted by applicable law. Failure to respond to this letter may result in the loss of your property. To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

Fay Servicing, LLC is the mortgage servicer for the mortgagee of the Deed of Trust and the parties have entered into an agreement granting Fay Servicing, LLC authority to service the mortgage and represent the mortgagee (the "Servicing Agreement"). Pursuant to the Servicing Agreement, Fay Servicing, LLC is granted authority to collect and service debt associated with the Deed of Trust. Under §51.0025 of the Texas Property Code, Fay Servicing, LLC, as mortgage servicer, is authorized to administer any resulting foreclosure of the property covered by the Deed of Trust on behalf of the Mortgagee. All communication about your mortgage should be made through the Mortgage Servicing Department of Fay Servicing, LLC at 440 S LaSalle St, Suite 2000, Chicago, IL 60605.

Fay Servicing, LLC is attempting to collect a debt, and any information obtained will be used for that purpose. Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by Fay Servicing, LLC.

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.

A complaint form and instructions may be downloaded and printed from the Department's website located at www.sml.texas.gov or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at smlinfo@sml.texas.gov.

Attention Servicemembers and dependents: Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately. Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA") regarding the servicemember's interest rate and the risk of foreclosure. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last twelve (12) months, AND joined after signing the Note and Security Instrument now in default, please notify Fay Servicing, LLC immediately. When contacting Fay Servicing, LLC as to your military service, you must provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource (www.militaryonesource.mil; 1-800-342-9647) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>), and through HUD-certified housing counselors (<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>). You can also contact us toll-free at 8004957166 if you have questions about your rights under SCRA.

For your benefit and assistance, there are government approved homeownership counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of approved counseling agencies, please call (800) 569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You may also contact the Homeownership Preservation Foundation's Hope hotline at 1-888-995-HOPE (4673).

If your loan was originated as a Texas Home Equity Loan under the Texas Constitution, Article XVI, Section 50(a)(6), your property will be scheduled for foreclosure in accordance with Rules 735 and 736 of the Texas Rules of Civil Procedure and the Texas Constitution, by obtaining a court order for the foreclosure.

This matter is very important. Please give it your immediate attention.

Sincerely,

Fay Servicing, LLC
440 S LaSalle St, Suite 2000
Chicago, IL 60605
8004957166



Fay Servicing, LLC
PO Box 9002
Tomboulo, CA 90689 9002



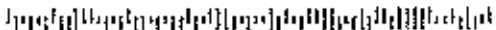
9307 1109 1170 0947 1147 41

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
Fay Servicing, LLC
Attn: Payment Processing
PO Box 3187
Carol Stream, IL 60132-3187

20140208-250

Send Correspondence to:
Fay Servicing, LLC
Attn: Customer Service Dept.
PO Box 80944
Chicago, IL 60695-9444


Roy B. Blizzard, Jr
1201 SPYGLASS DR STE 100
AUSTIN, TX 78746-6924



W TX DEMAND

FAY SERVICING

02/08/2018

Roy B Blizard Jr
1201 SPYGLASS DR STE 100
AUSTIN, TX 78746-6924

Sent Via Certified Mail
9307 1100 1178 0547 1247 41

Loan Number: [REDACTED]
Property Address: 1106 Thistle Trl
Cedar Park, TX 78613

Dear Roy B Blizard-Jr:

This letter is formal notice by Fay Servicing, LLC, the Servicer of the above-referenced loan, on behalf of U.S. Bank National Association as Legal Title Trustee for Truman 2016 SC6 Title Trust, that you are in default under the terms of the documents creating and securing your Loan described above, including the Note and Deed of Trust/Mortgage/Security Deed ("Security Instrument"), for failure to pay amounts due.

You have a right to cure your default. To cure the default, you must pay the full amount of the default on this loan by 03/15/2018 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Failure to cure the default on or before this date will result in acceleration of the sums secured by the Security Instrument and sale of the property.

As of the date of this notice, the total amount required to cure the default is \$179,021.24, which consists of the following:

Next Payment Due Date:		06/01/2010
Total Monthly Payments Due:		\$159,536.23
Late Charges:		\$1,179.45
Other Charges:	Uncollected NSF Fees:	\$0.00
	Other Fees:	\$0.00
	-Corporate Advance Balance:	-\$18,305.56
	Unapplied Balance:	(\$0.00)
TOTAL YOU MUST PAY TO CURE DEFAULT:		\$179,021.24

You can cure this default by making a payment of \$179,021.24 by 03/15/2018. Please note any additional monthly payments, late charges and other charges that may be due under the Note, Security Instrument and applicable law after the date of this notice must also be paid to bring your account current. You may contact our Loss Mitigation Department at 8004957166 to obtain updated payment information. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current default. Please include your loan number and property address with your payment and send to:



Fay Servicing, LLC
PO Box 88009
Chicago, IL 60680-1009

If you wish to dispute the delinquency, or if you dispute the calculation of amount of the delinquency and reinstatement amount, you may contact us by calling 8004957166.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, Fay Servicing, LLC offers consumer assistance programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to our customers. You may be eligible for a loan workout plan or other similar alternative. If you would like to learn more about these programs, you may contact the Loss Mitigation Department at 8004957166 from Monday to Thursday 8:00am to 9:00pm CST Friday 8:30am to 5:00pm CST Saturday 10:00am to 4:00pm CST. You may also visit our website www.fayservicing.com. **WE ARE VERY INTERESTED IN ASSISTING YOU.**

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Attention Servicemembers and dependents: Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately. Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA") regarding the servicemember's interest rate and the risk of foreclosure. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last twelve (12) months, AND joined after signing the Note and Security Instrument now in default, please notify Fay Servicing, LLC immediately. When contacting Fay Servicing, LLC as to your military service, you must provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource (www.militaryonesource.mil; 1-800-342-9647) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>), and through HUD-certified housing counselors (<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>). You can also contact us toll-free at 8004957166 if you have questions about your rights under SCRA.

For your benefit and assistance, there are government approved homeownership counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of approved counseling agencies, please call (800) 569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You may also contact the Homeownership Preservation Foundation's Hope hotline at 1-888-995-HOPE (4673).

If your loan was originated as a Texas Home Equity Loan under the Texas Constitution, Article XVI, Section 50(a)(6), your property will be scheduled for foreclosure in accordance with Rules 735 and 736 of the Texas Rules of Civil Procedure and the Texas Constitution, by obtaining a court order for the foreclosure.

This matter is very important. Please give it your immediate attention.

Sincerely,

Fay Servicing, LLC
440 S LaSalle St, Suite 2000
Chicago, IL 60605
8004957166



FAY SERVICING

02/08/2018

BLIZZARD GLORIA
1106 THISTLE TRIL
CEDAR PARK, TX 78613

Sent Via Certified Mail
9307 3100 3170 0947 3147 65

Loan Number: [REDACTED]
Property Address: 1106 Thistle Trl
Cedar Park, TX 78613

Dear BLIZZARD GLORIA:

This letter is formal notice by Fay Servicing, LLC, the Servicer of the above-referenced loan, on behalf of U.S. Bank National Association as Legal Title Trustee for Truman 2016 SC6 Title Trust, that you are in default under the terms of the documents creating and securing your Loan described above, including the Note and Deed of Trust/Mortgage/Security Deed ("Security Instrument"), for failure to pay amounts due.

You have a right to cure your default. To cure the default, you must pay the full amount of the default on this loan by 03/15/2018 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Failure to cure the default on or before this date will result in acceleration of the sums secured by the Security Instrument and sale of the property.

As of the date of this notice, the total amount required to cure the default is \$179,021.24, which consists of the following:

Next Payment Due Date:		06/01/2010
Total Monthly Payments Due:	1106 THISTLE TRIL	\$159,536.23
Late Charges:		\$1,179.45
Other Charges:	Uncollected NSF Fees:	\$0.00
	Other Fees:	\$0.00
	Corporate Advance Balance:	\$18,305.56
	Unapplied Balance:	(30.00)
TOTAL YOU MUST PAY TO CURE DEFAULT:	1106 THISTLE TRIL	\$179,021.24

You can cure this default by making a payment of \$179,021.24 by 03/15/2018. Please note any additional monthly payments, late charges and other charges that may be due under the Note, Security Instrument and applicable law after the date of this notice must also be paid to bring your account current. You may contact our Loss Mitigation Department at 8004957166 to obtain updated payment information. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current default. Please include your loan number and property address with your payment and send to:



Fay Servicing, LLC
PO Box 88009
Chicago, IL 60680-1009

If you wish to dispute the delinquency, or if you dispute the calculation of amount of the delinquency and reinstatement amount, you may contact us by calling 8004957166.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, Fay Servicing, LLC offers consumer assistance programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to our customers. You may be eligible for a loan workout plan or other similar alternative. If you would like to learn more about these programs, you may contact the Loss Mitigation Department at 8004957166 from Monday to Thursday 8:00am to 9:00pm CST Friday 8:30am to 5:00pm CST Saturday 10:00am to 4:00pm CST. You may also visit our website www.fayservicing.com. **WE ARE VERY INTERESTED IN ASSISTING YOU.**

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COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TEXAS 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 1-877-276-5550.

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Attention Servicemembers and dependents: Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately. Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA") regarding the servicemember's interest rate and the risk of foreclosure. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last twelve (12) months, AND joined after signing the Note and Security Instrument now in default, please notify Fay Servicing, LLC immediately. When contacting Fay Servicing, LLC as to your military service, you must provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource (www.militaryonesource.mil; 1-800-342-9647) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>), and through HUD-certified housing counselors (<http://www.hud.gov/offices/hsg/sfh/hcc/hes.cfm>). You can also contact us toll-free at 800-495-7166 if you have questions about your rights under SCRA.

For your benefit and assistance, there are government approved homeownership counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of approved counseling agencies, please call (800) 569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hes.cfm>. You may also contact the Homeownership Preservation Foundation's Hope hotline at 1-888-995-HOPE (4673).

If your loan was originated as a Texas Home Equity Loan under the Texas Constitution, Article XVI, Section 50(a)(6), your property will be scheduled for foreclosure in accordance with Rules 735 and 736 of the Texas Rules of Civil Procedure and the Texas Constitution, by obtaining a court order for the foreclosure.

This matter is very important. Please give it your immediate attention.

Sincerely,

Fay Servicing, LLC
440 S LaSalle St, Suite 2000
Chicago, IL 60605
800-495-7166



Fay Sewling, LLC
PO Box 9002
Temecula, CA 92583-9002



9307 1100 1170 0947 1147 72

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSC

Send Payments to:
Fay Sewling, LLC
Attn: Payment Processing
PO Box 3187
Carol Stream, IL 60132-3187

20160208-256

Send Correspondence to:
Fay Sewling, LLC
Attn: Customer Service Dept
PO Box 606441
Chicago, IL 60660-6441

BUZZARD GLORIA
1106 THISTLE TRL
CEDAR PARK, TX 78613-3470



W TX DEMAND

Fay Servicing, LLC
PO Box 9002
Temocula, CA 92583-9002



9307 1100 1170 0947 1147 72

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSD

Send Payments to:
Fay Servicing, LLC
Attn: Payment Processing
PO Box 3187
Carol Stream, IL 60132-3187

20160203-253

Send Correspondence to:
Fay Servicing, LLC
Attn: Customer Service Dept
PO Box 909441
Chicago, IL 60690-9441

1106 THISTLE TRL
BLIZZARD GLORIA
CEDAR PARK, TX 78613-3470



W FX DEMAND

FAY SERVICING

02/08/2018

BLIZZARD GLORIA
1106 THISTLE TRL
CEDAR PARK, TX 78613-3470

Sent Via Certified Mail
9307 1100 1170 0947 1147 72

Loan Number: [REDACTED]
Property Address: 1106 Thistle Trl
Cedar Park, TX 78613

Dear BLIZZARD GLORIA:

This letter is formal notice by Fay Servicing, LLC, the Servicer of the above-referenced loan, on behalf of U.S. Bank National Association as Legal Title Trustee for Truman 2016 SC6 Title Trust, that you are in default under the terms of the documents creating and securing your Loan described above, including the Note and Deed of Trust/Mortgage/Security Deed ("Security Instrument"), for failure to pay amounts due.

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As of the date of this notice, the total amount required to cure the default is \$179,021.24, which consists of the following:

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Total Monthly Payments Due:	1106.24	\$159,536.23
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Other Charges:		
Uncollected NSF Fees:		\$0.00
Other Fees:		\$0.00
Corporate Advance Balance:		\$18,305.56
Unapplied Balance:		<u>(\$0.00)</u>
TOTAL YOU MUST PAY TO CURE DEFAULT:		\$179,021.24

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Fay Servicing, LLC
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Chicago, IL 60680-1009

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Sincerely,

Fay Servicing, LLC
440 S LaSalle St, Suite 2000
Chicago, IL 60605
8004957166



EXHIBIT E

USPS Tracking

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +


Tracking Number: 9307110011700947114758

Remove X

Your item was delivered at 4:55 pm on February 15, 2018 in CEDAR PARK, TX 78613.

Delivered

February 15, 2018 at 4:55 pm
Delivered
CEDAR PARK, TX 78613

Get Updates 

Text & Email Updates



Tracking History



February 15, 2018, 4:55 pm

Delivered
CEDAR PARK, TX 78613

Your item was delivered at 4:55 pm on February 15, 2018 in CEDAR PARK, TX 78613.

February 12, 2018, 1:36 pm

Notice Left (No Authorized Recipient Available)
CEDAR PARK, TX 78613

February 12, 2018, 8:44 am


Out for Delivery
CEDAR PARK, TX 78613


February 12, 2018, 8:34 am
Sorting Complete
CEDAR PARK, TX 78613

February 12, 2018, 6:12 am
Arrived at Unit
CEDAR PARK, TX 78613

February 11, 2018, 9:41 pm
Arrived at USPS Regional Destination Facility
AUSTIN TX DISTRIBUTION CENTER

February 9, 2018
Pre-Shipment Info Sent to USPS, USPS Awaiting Item

Product Information 

See Less 

Tracking Number: 9307110011700947114741

Remove X

Your item has been delivered to the original sender at 9:48 am on February 26, 2018 in TEMECULA, CA 92589.

 **Delivered**

February 26, 2018 at 9:48 am
Delivered, To Original Sender
TEMECULA, CA 92589

Get Updates 

Text & Email Updates



Tracking History



February 26, 2018, 9:48 am

Delivered, To Original Sender

TEMECULA, CA 92589

Your item has been delivered to the original sender at 9:48 am on February 26, 2018 in TEMECULA, CA 92589.

February 25, 2018

In Transit to Next Facility

February 24, 2018

In Transit to Next Facility

February 24, 2018, 7:52 am

Out for Delivery

SAN BERNARDINO, CA 92403

February 24, 2018, 7:42 am

Sorting Complete

SAN BERNARDINO, CA 92403

February 23, 2018, 9:41 am

Arrived at Unit

SAN BERNARDINO, CA 92403

February 23, 2018, 9:40 am

Departed USPS Regional Origin Facility

SAN BERNARDINO CA DISTRIBUTION CENTER

February 22, 2018, 3:58 pm

Arrived at USPS Regional Origin Facility

SAN BERNARDINO CA DISTRIBUTION CENTER

February 22, 2018
In Transit to Next Facility

February 21, 2018
In Transit to Next Facility

February 20, 2018, 8:21 pm
Departed USPS Regional Destination Facility
AUSTIN TX DISTRIBUTION CENTER

February 20, 2018
In Transit to Next Facility

February 19, 2018
In Transit to Next Facility

February 16, 2018, 11:36 am
Moved, Left no Address
AUSTIN, TX 78704

February 15, 2018, 7:51 am
Unable to deliver item, problem with address
AUSTIN, TX 78746

February 13, 2018, 9:40 am
Return to Sender
AUSTIN, TX 78704

February 12, 2018, 3:20 pm
Unable to deliver item, problem with address
AUSTIN, TX 78746

February 12, 2018
In Transit to Next Facility

February 11, 2018, 8:36 pm
Arrived at USPS Regional Destination Facility
AUSTIN TX DISTRIBUTION CENTER

February 9, 2018
Pre-Shipment Info Sent to USPS, USPS Awaiting Item

Product Information



See Less ^

Tracking Number: 9307110011700947114765

Remove X

Your item was delivered at 4:55 pm on February 15, 2018 in CEDAR PARK, TX 78613.

 **Delivered**

February 15, 2018 at 4:55 pm
Delivered
CEDAR PARK, TX 78613

Get Updates v

Text & Email Updates



Tracking History



February 15, 2018, 4:55 pm
Delivered

CEDAR PARK, TX 78613

Your item was delivered at 4:55 pm on February 15, 2018 in CEDAR PARK, TX 78613.

February 12, 2018, 1:36 pm

Notice Left (No Authorized Recipient Available)

CEDAR PARK, TX 78613

February 12, 2018, 8:44 am

Out for Delivery

CEDAR PARK, TX 78613

February 12, 2018, 8:34 am

Sorting Complete

CEDAR PARK, TX 78613

February 12, 2018, 6:12 am

Arrived at Unit

CEDAR PARK, TX 78613

February 11, 2018, 9:41 pm

Arrived at USPS Regional Destination Facility

AUSTIN TX DISTRIBUTION CENTER

February 9, 2018

Pre-Shipment Info Sent to USPS, USPS Awaiting Item

Product Information



See Less ^

Tracking Number: 9307110011700947114772

Remove X

Your item was delivered at 4:55 pm on February 15, 2018 in CEDAR PARK, TX 78613.

 **Delivered**


February 15, 2018 at 4:55 pm

Delivered

CEDAR PARK, TX 78613

Get Updates 

Text & Email Updates 

Tracking History **February 15, 2018, 4:55 pm**

Delivered

CEDAR PARK, TX 78613

Your item was delivered at 4:55 pm on February 15, 2018 in CEDAR PARK, TX 78613.

February 12, 2018, 1:36 pm

Notice Left (No Authorized Recipient Available)

CEDAR PARK, TX 78613

February 12, 2018, 8:44 am

Out for Delivery

CEDAR PARK, TX 78613

February 12, 2018, 8:34 am

Sorting Complete

CEDAR PARK, TX 78613

February 12, 2018, 6:12 am

Arrived at Unit

CEDAR PARK, TX 78613

February 11, 2018, 9:41 pm
Arrived at USPS Regional Destination Facility
AUSTIN TX DISTRIBUTION CENTER

February 9, 2018
Pre-Shipment Info Sent to USPS, USPS Awaiting Item

Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

[FAQs \(http://faq.usps.com/?articleId=220900\)](http://faq.usps.com/?articleId=220900)

The easiest tracking number is the one you don't have to know.

With Informed Delivery[®], you never have to type in another tracking number. Sign up to:

- See images[^] of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions[™] for your mail carrier.

Sign Up

(https://reg.usps.com/entreg/RegistrationAction_input?

*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.

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After recording please mail to:

P & P SERVICES, INC
(Company Name)

(Name of Natural Person)

4400 ALPHA ROAD
(Street Address)

DALLAS, TX 75244
(City State Zip Code)

We hereby certify this to be a true
and correct copy of the original.
By: 015
New Century Mortgage Corporation

(Space Above This Line For Recording Data)

Loan No.: 1012082774

TEXAS HOME EQUITY ASSIGNMENT OF SECURITY INSTRUMENT

For Value Received, the undersigned holder of a Security Instrument (herein "Assignor") whose address is 9513 ARGYLE DRIVE, AUSTIN, TX 78749, does hereby grant, sell, assign, transfer and convey, unto NEW CENTURY (herein "Assignee"), whose address is 2 RIVERWAY STE 6000, HOUSTON, TX 77056, all beneficial interest under a certain Security Instrument dated February 7, 2007, made and executed by ROY B. BLIZZARD, Jr. and GLORIA BLIZZARD, husband and wife, to G. TOMMY BASTIAN Trustee, upon the following described property situated in Williamson County, State of Texas:

LOT 7, BLOCK T, BUTTERCUP CREEK SECTION TWO VILLAGE NINE, A SUBDIVISION OF WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDES 17-19, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

such Security Instrument having been given to secure payment of One Hundred Ninety Six Thousand and 00/100ths (\$ 196,000.00) (original principal amount), which Security Instrument is of record in Book, Volume, or Liber No. , at page (or as No.) of the Records of Williamson County, State of Texas, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Security Instrument.

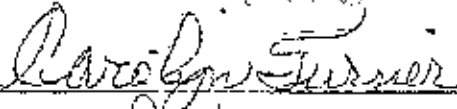
TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Security Instrument.

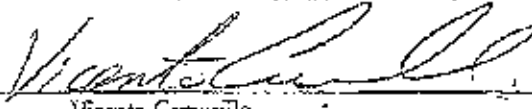
IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Security Instrument on

February 7, 2007.

Witnesses:

Assignor:
AMERICAN HOMEFRONT MORTGAGE


Printed Name: Carolyn Turner


Vicenta Casarillo
Attorney - In - Fact

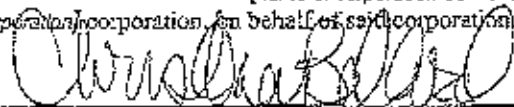
Printed Name: _____

(Space Below This Line For Acknowledgment)

State of _____

County of _____

This instrument was acknowledged before me on February 7, 2007 (date),
by Vicenta Casarillo (name of officer),
Attorney - In - Fact (title of officer) of
AMERICAN HOMEFRONT MORTGAGE (name of corporation acknowledging),
a (state of incorporation) incorporation, on behalf of said corporation.

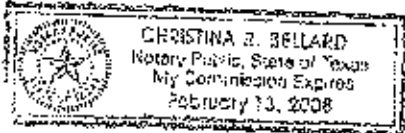


Signature of Notarial Officer:

Title of Notarial Officer

My commission expires: 2008

(Seal)



Recording Requested By/Return To:
New Century Mortgage Corporation
18400 Von Karman, Ste 1000
Irvine, CA 92612

TEXAS HOME EQUITY ASSIGNMENT OF SECURITY INSTRUMENT

For Value Received, the undersigned holder of a Security Instrument (herein "Assignor") whose address is 18400 Von Karman, Suite 1000 Irvine, CA 92612 does hereby grant, sell, assign, transfer and convey, unto (herein "Assignee"), whose address is

all beneficial interest under a certain Security Instrument dated February 7, 2007, made and executed by ROY B. BLIZZARD, JR

to Eldon L. Youngblood Trustee, upon the following described property situated in Williamson County, State of Texas: See Legal Description Attached Hereto and Made a Part Hereof

such Security Instrument having been given to secure payment of ONE HUNDRED NINETY-SIX THOUSAND AND 00/100 (\$ 196,000.00)(original principal amount), which Security Instrument is of record in Book, Volume, or Liber No. at page (or as No.) of the County Records of Williamson County, State of Texas, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Security Instrument.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Security Instrument.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Security Instrument on 21st day of February, 2007



ASSIGNOR: New Century Mortgage Corporation

Stephen L. Nagy

Stephen L. Nagy
V.P./Records Management

State of California
County of Orange
On 02/21/2007
personally appeared

, before me Andres Rojas

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Andres Rojas

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Security Instrument on

February 7, 2007.

Witnesses:

Assignor:

AMERICAN HOMEFRONT MORTGAGE

Carolyn Turner

Vicenta Camarillo

Printed Name: Carolyn Turner

Vicenta Camarillo
Attorney - In - Fact

Printed Name: _____

(Space Below This Line For Acknowledgment)

State of _____
County of _____

This instrument was acknowledged before me on February 7, 2007 (date),
by Vicenta Camarillo (name of officer),
Attorney - In - Fact (title of officer) of
AMERICAN HOMEFRONT MORTGAGE (name of corporation acknowledging),
a (state of incorporation) corporation, on behalf of said corporation.

Christina Bellard

Signature of Notarial Officer

Title of Notarial Officer

My commission expires: _____

(Seal)



ASSIGNMENT OF DEED OF TRUST

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

Loan No. 0005012955
File No. 2013-009243

THAT New Century Mortgage Corporation ("Assignor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) together with other good and valuable consideration to Assignor paid by The Bank of New York Mellon Trust Company, National Association as grantor trustee of the Premium Master Grantor Trust ("Assignee"), the receipt of which is hereby acknowledged and confessed, has SOLD, ASSIGNED, TRANSFERRED and CONVEYED, and by these presents does SELL, ASSIGN, TRANSFER and CONVEY unto Assignee that certain Home Equity Deed of Trust, executed by Roy S. Bizard, Jr. and Gloria Bizard, husband and wife, dated February 7, 2007, and recorded under File No. 2007012466, of the Official Public Records of Real Property of Williamson County, Texas, encumbering the real property described as follows:

LOT 7, BLOCK 3, BITTERCUP CREEK SECTION TWO VILLAGE NINE, A SUBDIVISION OF WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 6, SLIDES 12-19, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

("Property")
Street Address: 1106 Thistle Trl, Cedar Park, Texas 78613

TO HAVE AND TO HOLD unto said Assignee, its successors and assigns, first or

Executed the 17 day of September, 2014

New Century Mortgage Corporation

By: Renee Paribato
Name: Renee Paribato
Title: Attorney-in-Fact

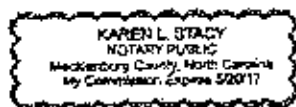
THE STATE OF North Carolina
COUNTY OF Mecklenburg

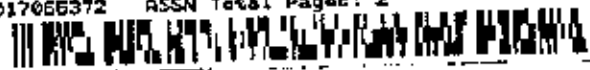
This instrument was acknowledged before me on 17 day of September, 2014 by Renee Paribato (name) Attorney-in-Fact (title) of New Century Mortgage Corporation, known or proven to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she is authorized to execute the foregoing instrument on behalf of Assignor and that he/she executed same for the purposes and consideration therein expressed.

Karen L. Stacy
Notary Public, State of NC
My Commission Expires: 01/20/17

Address of Grantee ("Assignee")
(ADDRESS OF AITNO)

AFTER RECORDING RETURN TO:
Janita Vance, Is
Hughes, Waters & Associates, L.L.P.
Three Allen Center
333 Clay Street, 20th Floor
Houston, Texas 77002





Prepared By and Return To:
 Paul Pugglys
 Collateral Department
 Meridian Asset Services, Inc.
 3201 34th Street South, Suite 310
 St. Petersburg, FL 33711
 (727) 497-4650

Space above for Recorder's use

Loan No: 2385748
 Svcr Ln No: 134305



4089693

ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2, whose address is C/O ALTISOURCE ASSET MANAGEMENT CORPORATION, 36C STRAND STREET, CHRISTIANSTED, USVI 00820, (ASSIGNOR), does hereby grant, assign and transfer to US BANK NATIONAL ASSOCIATION AS LEGAL TITLE TRUSTEE FOR TRUMAN 2016 SC6 TITLE TRUST, whose address is U.S. BANK CORPORATE TRUST SERVICES, DOCUMENT CUSTODY SERVICES, 1133 RANKIN STREET, SUITE 100, ST. PAUL, MN 55116, EP-MN-TM2D, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain deed of trust, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Deed of Trust: 2/7/2007

Original Loan Amount: \$196,000.00

Executed by (Borrower(s)): ROY B. BLIZZARD, JR. AND GLORIA BLIZZARD

Original Trustee: G. TOMMY BASTIAN

Original Beneficiary: AMERICAN HOMEFRONT MORTGAGE FUNDING

Filed of Record: In Book N/A, Page N/A,

Document/Instrument No: 2007012460 in the Recording District of WILLIAMSON, TX, Recorded on 2/15/2007.

Property more commonly described as: 1106 THUSTLE TRAIL, CEDAR PARK, TEXAS 78613

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: 6-29-17

WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2, BY MERIDIAN ASSET SERVICES, INC., ITS ATTORNEY-IN-FACT

By: 
 Title: VICE PRESIDENT

Witness Name:  MAKAYLA MITCHELL

2385748 | Owen-Fay 4089693

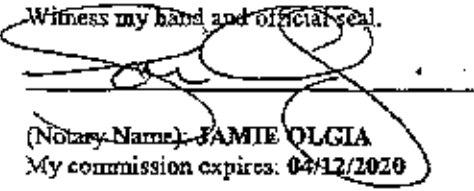
4131653


A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of **FLORIDA**
County of **PINELLAS**

On 6/29/17 before me, JAMIE OLGIA, a Notary Public, personally appeared MATTHEW KRUEGER, VICE PRESIDENT of/for MERIDIAN ASSET SERVICES, INC., AS ATTORNEY-IN-FACT FOR WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of FLORIDA that the foregoing paragraph is true and correct. I further certify MATTHEW KRUEGER, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.


(Notary Name) JAMIE OLGIA
My commission expires: 04/12/2020

 JAMIE OLGIA
MY COMMISSION # FF 981388
EXPIRES: April 12, 2020
Bonded Thru Budget Notary Services

Meridian Asset Services Inc
3201 34th Street S ste B310
St Petersburg FL 33711

①
E

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2017066372

ASSN Fee: \$25.00
07/19/2017 01:58 PM OSALINAS




Nancy E. Rister, County Clerk
Williamson County, Texas



TELEPHONE: 800-495-7166

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 03/27/18
PAGE 2

REQ BY SA4

ROY B BLIZZARD-JR
LOAN NUMBER: 0000134305

ACTIVITY FOR PERIOD 09/01/16 - 03/26/18					
PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION	
TRANSACTION AMOUNT	PRIN. BALANCE	PAID/ INTEREST	ESCROW PAID/ BALANCE	OTHER AMOUNT	CODE/DESCRIPTION
11-16-17	06-10	152	LATE CHARGE ASSESSMENT		
0.00	0.00	0.00	0.00	73.63-1	LATE CHARGE
11-16-17	06-10	161	ESCROW ADVANCE		
4,425.19	0.00	0.00	4425.19		
11-16-17	12-17	312	TAX DISBURSEMENT		
4,425.19-	0.00	0.00	4425.19-		
			18509.73		NEW PRINCIPAL/ESCROW BALANCES
11-01-17	09-00	631	PROPERTY PRESERVATION		
12.50	0.00	0.00	0.00		
10-16-17	06-10	152	LATE CHARGE ASSESSMENT		
0.00	0.00	0.00	0.00	78.63-1	LATE CHARGE
09-25-17	00-00	633	MISC. F/C AND B/R EXPENSES		
12.12	0.00	0.00	0.00		
09-25-17	00-00	633	MISC. F/C AND B/R EXPENSES		
37.44	0.00	0.00	0.00		
09-25-17	00-00	630	ATTORNEY ADVANCES		
2,763.50	0.00	0.00	0.00		
09-19-17	00-00	631	PROPERTY PRESERVATION		
12.50	0.00	0.00	0.00		
09-18-17	06-10	152	LATE CHARGE ASSESSMENT		
0.00	0.00	0.00	0.00	78.63-1	LATE CHARGE
08-16-17	06-10	152	LATE CHARGE ASSESSMENT		
0.00	0.00	0.00	0.00	78.63-1	LATE CHARGE
08-16-17	00-00	631	PROPERTY PRESERVATION		
12.50	0.00	0.00	0.00		
08-02-17	00-00	633	MISC. F/C AND B/R EXPENSES		
225.00	0.00	0.00	0.00		
08-02-17	00-00	630	ATTORNEY ADVANCES		
397.50	0.00	0.00	0.00		
07-27-17	00-00	631	PROPERTY PRESERVATION		
60.00	0.00	0.00	0.00		
07-17-17	06-10	152	LATE CHARGE ASSESSMENT		
0.00	0.00	0.00	0.00	78.63-1	LATE CHARGE
07-17-17	00-00	631	PROPERTY PRESERVATION		
12.50	0.00	0.00	0.00		
07-14-17	00-00	631	PROPERTY PRESERVATION		
60.00	0.00	0.00	0.00		

FAY SERVICING

FAY SERVICING, LLC
 640 S. WABLER, SUITE 2003
 CHICAGO, IL 60605

TELEPHONE: 800-495-7166

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 03/27/18
 PAGE 3

REQ BY SA4

ROY B BLIZZARD JR
 LOAN NUMBER: 0000134305

ACTIVITY FOR PERIOD 08/01/16 - 03/26/18						
PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	AMOUNT	EFFECTIVE DATE OF TRANSACTION	
TRANSACTION AMOUNT	PRIN. BALANCE	PAID/ INTEREST	ESCROW PAID/ BALANCE	AMOUNT	OTHER CODE/DESCRIPTION	
07-13-17	00-00	601	MISC. CORPORATE DISBURSEMENT	7.00		
				0.00		
06-21-17	00-00	633	MISC. F/C AND B/R EXPENSES	86.00		
				0.00		
06-15-17	06-10	152	LATE CHARGE ASSESSMENT	0.00		78.63-1 LATE CHARGE
				0.00		
06-14-17	00-00	631	PROPERTY PRESERVATION	12.50		
				0.00		
05-16-17	06-10	152	LATE CHARGE ASSESSMENT	0.00		78.63-1 LATE CHARGE
				0.00		
05-13-17	00-00	631	PROPERTY PRESERVATION	12.50		
				0.00		
05-09-17	00-00	601	MISC. CORPORATE DISBURSEMENT	7.99		
				0.00		
04-17-17	06-10	152	LATE CHARGE ASSESSMENT	0.00		78.63-1 LATE CHARGE
				0.00		
04-11-17	00-00	631	PROPERTY PRESERVATION	12.50		
				0.00		
03-28-17	00-00	633	MISC. F/C AND B/R EXPENSES	17.40		
				0.00		
03-24-17	00-00	631	PROPERTY PRESERVATION	60.00		
				0.00		
03-16-17	06-10	152	LATE CHARGE ASSESSMENT	0.00		78.63-1 LATE CHARGE
				0.00		
03-13-17	00-00	631	PROPERTY PRESERVATION	12.50		
				0.00		
02-16-17	06-10	152	LATE CHARGE ASSESSMENT	0.00		78.63-1 LATE CHARGE
				0.00		
02-14-17	00-00	631	PROPERTY PRESERVATION	12.50		
				0.00		
01-31-17	00-00	633	MISC. F/C AND B/R EXPENSES	4.80		
				0.00		
01-31-17	00-00	633	MISC. F/C AND B/R EXPENSES	25.00		
				0.00		
01-31-17	00-00	630	ATTORNEY ADVANCES	4,680.00		
				0.00		

FAY SERVICING

FAY SERVICING, LLC
 143 S. CASSELL SUITE 2000
 CHICAGO, IL 60605

TELEPHONE: 800-495-7166

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 03/27/18
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REQ BY SA4

ROY B BLIZZARD JR
 LOAN NUMBER: 0000134305

ACTIVITY FOR PERIOD 08/01/16 - 03/26/18

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
01-16-17	06-10	152	LATE CHARGE ASSESSMENT	
	0.00	0.00	0.00	0.00
				78.63-1 LATE CHARGE
01-16-17	00-00	631	PROPERTY PRESERVATION	
	12.50	0.00	0.00	0.00
01-07-17	00-00	631	PROPERTY PRESERVATION	
	60.00	0.00	0.00	0.00
12-16-16	06-10	152	LATE CHARGE ASSESSMENT	
	0.00	0.00	0.00	0.00
				78.63-1 LATE CHARGE
12-12-16	00-00	631	PROPERTY PRESERVATION	
	12.50	0.00	0.00	0.00
11-30-16	06-10	161	ESCROW ADVANCE	
	4,407.70	0.00	0.00	4407.70
11-30-16	12-16	312	TAX DISBURSEMENT	
	4,407.70	0.00	0.00	4407.70
				14184.54- NEW PRINCIPAL/ESCROW BALANCES
11-25-16	00-00	631	PROPERTY PRESERVATION	
	60.00	0.00	0.00	0.00
11-16-16	06-10	152	LATE CHARGE ASSESSMENT	
	0.00	0.00	0.00	0.00
				78.63-1 LATE CHARGE
11-14-16	00-00	631	PROPERTY PRESERVATION	
	12.50	0.00	0.00	0.00
10-14-16	00-00	631	PROPERTY PRESERVATION	
	12.50	0.00	0.00	0.00
09-19-16	00-00	633	MISC. F/C AND B/R EXPENSES	
	178.61	0.00	0.00	0.00
09-19-16	00-00	630	ATTORNEY ADVANCES	
	525.00	0.00	0.00	0.00
09-16-16	00-00	631	PROPERTY PRESERVATION	
	12.50	0.00	0.00	0.00
08-15-16	00-00	631	PROPERTY PRESERVATION	
	12.50	0.00	0.00	0.00
08-06-16	06-10	143	ADJUSTMENT	
				NEW DUE DATE: 06-01-16, OLD DUE DATE: 06-01-15
08-04-16	06-15	145	ADJUSTMENT	
	0.00	0.00	0.00	0.00
				9,776.84
08-04-16	00-00	745	CORP. ADVANCE ADJUSTMENT	
	102.25	0.00	0.00	0.00

FAY SERVICING

FAY SERVICING, LLC
 143 S. LASALLE SUITE 2000
 CHICAGO, IL 60605

TELEPHONE: 800-495-7166

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 03/27/18
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REQ BY SA4

ROY B BLIZZARD JR
 LOAN NUMBER: 0060134305

ACTIVITY FOR PERIOD 08/01/16 - 03/26/18

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
01-16-17	06-10	152	LATE CHARGE ASSESSMENT	
0.00		0.00	0.00	0.00
				78.63-1 LATE CHARGE
01-16-17	00-00	631	PROPERTY PRESERVATION	
12.50		0.00	0.00	0.00
01-07-17	00-00	631	PROPERTY PRESERVATION	
60.00		0.00	0.00	0.00
12-16-16	06-10	152	LATE CHARGE ASSESSMENT	
0.00		0.00	0.00	0.00
				78.63-1 LATE CHARGE
12-12-16	00-00	631	PROPERTY PRESERVATION	
12.50		0.00	0.00	0.00
11-30-16	06-10	161	ESCROW ADVANCE	
4,407.70		0.00	0.00	4407.70
11-30-16	12-16	312	TAX DISBURSEMENT	
4,407.70		0.00	0.00	4407.70-
			14184.54-	NEW PRINCIPAL/ESCROW BALANCES
11-25-16	00-00	631	PROPERTY PRESERVATION	
60.00		0.00	0.00	0.00
11-10-16	06-10	152	LATE CHARGE ASSESSMENT	
0.00		0.00	0.00	0.00
				78.63-1 LATE CHARGE
11-14-16	00-00	631	PROPERTY PRESERVATION	
12.50		0.00	0.00	0.00
10-14-16	00-00	631	PROPERTY PRESERVATION	
12.50		0.00	0.00	0.00
09-19-16	00-00	633	MISC. F/C AND B/R EXPENSES	
178.61		0.00	0.00	0.00
09-19-16	00-00	630	ATTORNEY ADVANCES	
525.00		0.00	0.00	0.00
09-16-16	00-00	631	PROPERTY PRESERVATION	
12.50		0.00	0.00	0.00
08-15-16	00-00	631	PROPERTY PRESERVATION	
12.50		0.00	0.00	0.00
08-06-16	06-10	143	ADJUSTMENT	
				NEW DUE DATE: 06 01-10, OLD DUE DATE: 06-01-15
08-04-16	06-15	145	ADJUSTMENT	
0.00		0.00	0.00	0.00
				9,776.84
08-04-16	00-00	745	CORP. ADVANCE ADJUSTMENT	
102.25		0.00	0.00	0.00

FAY SERVICING

FAY SERVICING, LLC
 743 S. LASALLE, SUITE 2000
 CHICAGO, IL 60605

TELEPHONE: 800-455-7166

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 03/27/18
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REQ BY SA4

ROY B BLIZZARD-JR
 LOAN NUMBER: C000134305

		ACTIVITY FOR PERIOD 08/01/16		03/26/18			
PROCESS DATE	DCE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION		
		TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	AMOUNT	OTHER CODE/DESCRIPTION
08-04-16	00-00	745	CORP. ADVANCE ADJUSTMENT				
		9,156.63	0.00	0.00	0.00		
08-04-16	06-15	142	LOAN SETUP				
		0.00	210,299.23-	0.00	0.00		
			210,299.23				NEW PRINCIPAL/ESCROW BALANCES