

real estate reports

Subject Property

1016 Ledgemont Dr
Plano
TX 75025
APN: R-1641-005-0230-1

Prepared For:

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Requested By:

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Subject Property : **1016 Ledgemont Dr Plano TX 75025**

Owner Information

Owner Name : **Mooneyham Steven J**
Mailing Address : **907 Hillsdale Dr, Richardson TX 75081-5233 C052**
Vesting Codes : **// Estate**
Owner Occupied
Indicator :

Location Information

Legal Description : **Cross Creek East No 3 (cpl), Blk 5, Lot 23**
County : **Collin, Tx** Alternate APN : **1714942**
Census Tract / Block : **316.32 / 2** Subdivision : **Cross Creek East 3**
Legal Lot : **23** Map Reference : **603-R / 1641S-000**
Legal Block : **5** School District : **Plano Isd**
Market Area : **20** Munic/Township : **Plano**
APN : **R-1641-005-0230-1** Neighbor Code : **N1352**

Last Market Sale Information

Recording/Sale Date : **00/00/2002 / 02/19/2002** Deed Type : **Deed (reg)**
Document # : **5627-311**
Seller Name : **Owner Record**

Property Characteristics

Gross Area : 1,925	# of Stories : 1	Heat Type : Central
Living Area : 1,545	Parking Type : Attached Garage	Cooling Type : Central
Total Rooms : 6	Garage Area : 380	Exterior wall : Brick
Bedrooms : 3	Roof Type : Hip	Interior Wall : Drywall
Bath(F/H) : 2	Foundation : Slab	Porch Type : Covered Porch
Fireplace : Y / 1	Roof Material : Other	Air Cond : Central
Year Built / Eff : 1985 / 1995	Construction : Wood	Floor Cover : Carpet

Property Information

Land Use : **Sfr** Lot Acres : **0.18** State Use : **Residential Single Family**
County Use : **Sgl-fam-res-home** Lot Size : **7,709**



Property Detail

Tax Information

Total Value : \$311,508	Tax Year : 2025	PLANO CITY Tax / Rate : \$1,363.16/.4376
Land Value : \$105,000	Property Tax : \$5,319.66	COLLIN COUNTY Tax / Rate : \$465.22/.14934
Improvement Value : \$206,508	Tax Rate Area : GCN	COLLIN CO COMMUNITY COLLEGE Tax / Rate : \$253.01/.08122
Assessed Year : 2025	Homeowner Exemption : Homestead	PLANO ISD Tax / Rate : \$3,238.28/1.03955
Improve % : 66%	Market Value : \$311,508	

Comparables

Sales Analysis

Criteria	Subject Property	Low	High	Average
Sale Price		\$250,000	\$472,875	\$363,864
Bldg/Living Area	1545	1380	1755	1618
Price Per Square Foot		\$144	\$297	\$229.87
Year Built	1985	1982	1992	1985
Lot Size	7,709	4,669	16,645	8,825
Bedrooms	3	3	3	3
Bathrooms	2	2	2	2
Stories	1	1	1	1
Total Assessed Value	\$311,508	\$273,900	\$436,370	\$355,430
Distance From Subject	0	0.06	0.62	0.34

Summary of Comparables

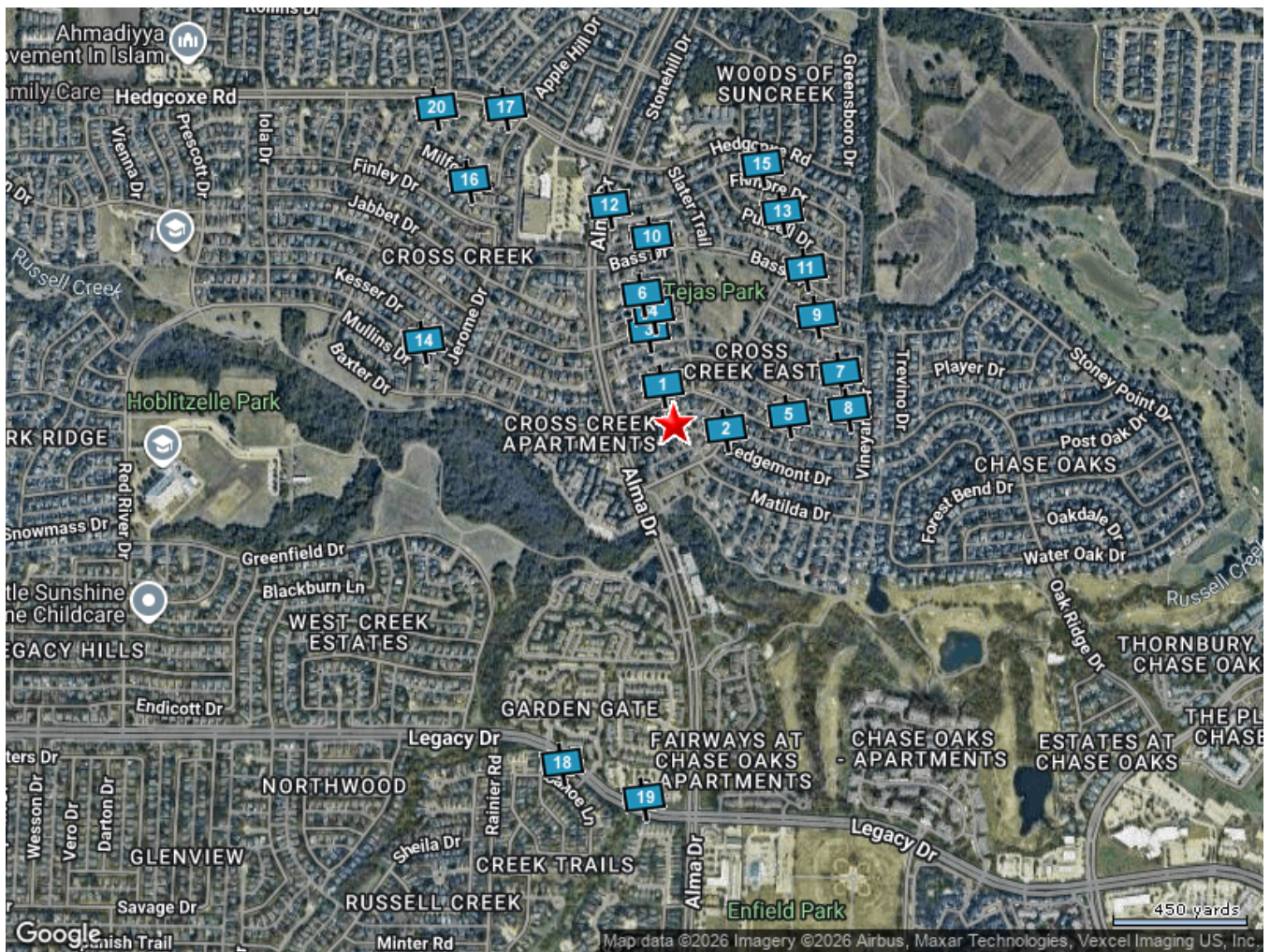
#	Address	Sale Price	Total Assessed Value	Sale Date	Bed	Bath	Living Area	Lot Size	Year Built	Dist (Miles)	Zoning
S	1016 Ledgemont Dr		311,508	00/00/2002	3	2	1,545	7,709	1985		
1	1020 Baxter Dr		352,538	09/22/2025	3	2	1,755	8,516	1984	0.06	
2	928 Ledgemont Dr	250,000	394,666	10/02/2025	3	2	1,739	11,496	1985	0.08	
3	1017 Simon Dr		348,762	01/16/2026	3	2	1,755	8,480	1983	0.15	
4	1012 Gannon Dr		273,900	06/03/2025	3	2	1,453	8,523	1983	0.18	
5	832 Baxter Dr	277,875	368,212	05/08/2025	3	2	1,636	8,612	1985	0.18	
6	1017 Gannon Dr	406,700	376,846	08/21/2025	3	2	1,741	8,310	1983	0.21	
7	809 Simon Dr	347,096.6	356,376	02/24/2026	3	2	1,453	7,580	1985	0.27	
8	805 Baxter Dr	318,750	393,762	11/17/2025	3	2	1,636	8,264	1985	0.28	
9	820 Shannon Dr		404,424	05/06/2025	3	2	1,741	8,310	1984	0.28	
10	1008 Bass Dr	394,010.09	436,370	03/24/2025	3	2	1,741	8,699	1983	0.29	
11	820 Bass Dr		376,846	09/23/2025	3	2	1,741	8,685	1984	0.32	
12	1032 Filmore Dr		337,928	07/02/2025	3	2	1,636	16,645	1984	0.36	
13	908 Purcell Dr		329,588	04/07/2025	3	2	1,636	8,344	1984	0.37	
14	7508 Mullins Dr		344,518	09/15/2025	3	2	1,665	9,979	1985	0.42	

Comparables

15	916 Filmore Dr	364,600	340,540	05/22/2025	3	2	1,453	8,482	1984	0.43
16	1313 Finley Dr	382,475	290,967	06/10/2025	3	2	1,404	9,472	1982	0.5
17	7925 Kodak Dr		387,477	08/28/2025	3	2	1,612	9,161	1982	0.56
18	1124 Canoe Ln		317,400	08/18/2025	3	2	1,380	4,669	1992	0.57
19	925 Ponderosa Crk	424,253.75	316,688	12/31/2025	3	2	1,428	4,791	1991	0.6
20	7920 Hook Dr	472,875	360,788	11/20/2025	3	2	1,745	9,487	1982	0.62

Distressed Sales =

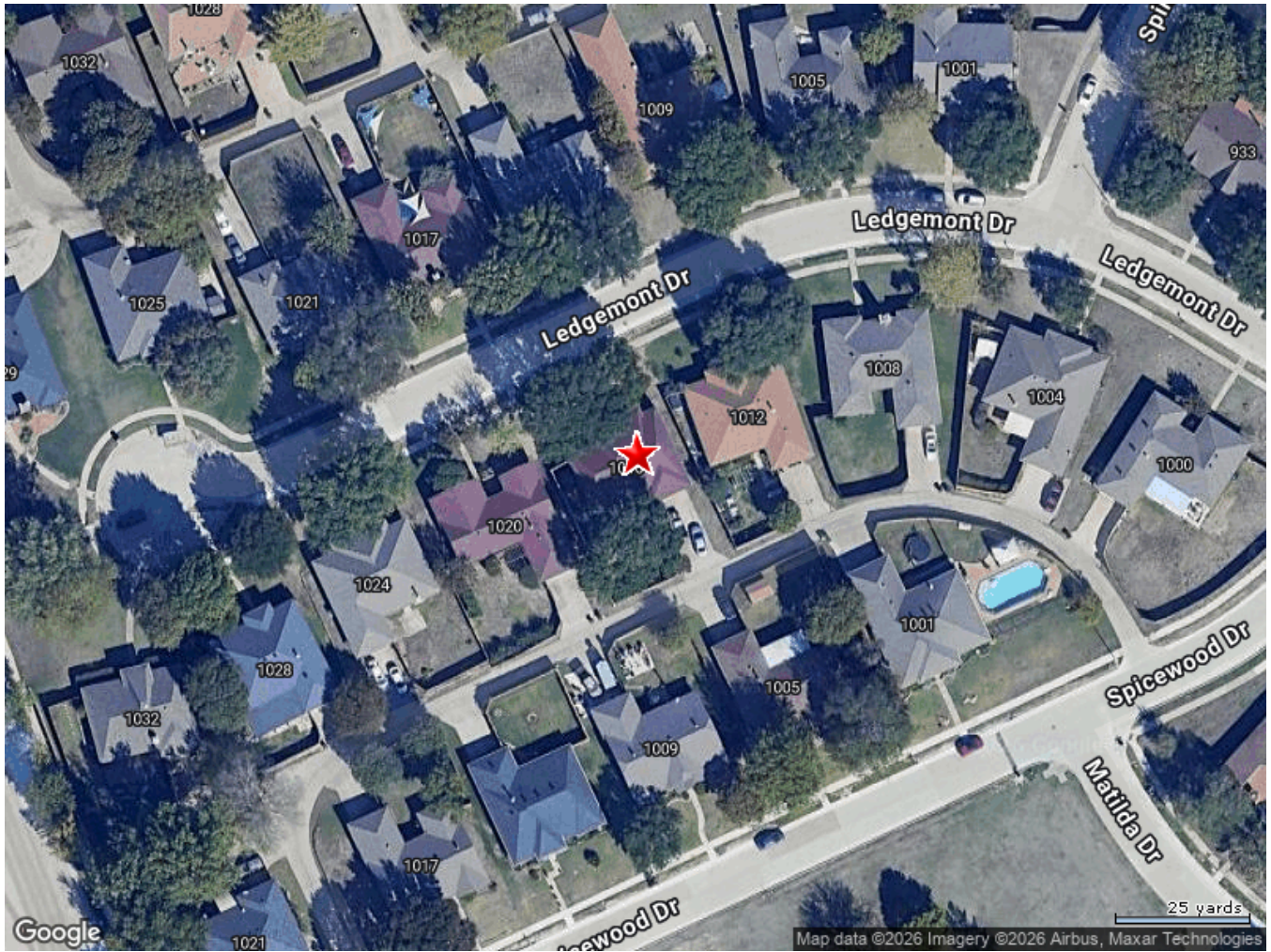
Map





Street Map

Subject Property : **1016 Ledgemont Dr Plano TX 75025**



Sales History

Rec. Date : **00/00/2002**
Sale Date : **02/19/2002**
Sale Price :
Rec.Doc.No : **5627-311**
Doc. Type : **DEED (REG)**
Sale Price Type :
Buyer : **Mooneyham
Steven J**
Seller : **Owner Record**
Title Company :
Other Doc No :

Mortgage History

1st Mortgage Details

Mtg. Date : **05/03/2004**
Mtg. Amt : **\$48,000**
Mtg. Doc. No : **5660-656**
Doc. Type : **EQUITY OR
CREDIT LINE**
Loan Type : **CONVENTIONAL**
Mtg. Rate Type : **FIXED RATE
LOAN**
Mtg. Term : **7 Years**
Mtg. Rate :
Lender : **Texans Cu**
Borrower 1 : **Mooneyham
Steven J**
Borrower 2 :
Borrower 3 :
Borrower 4 :



Public Schools :

Elementary Schools

Rasor Elementary

Distance **0.51 Miles**

945 Hedgcoxe Rd Plano TX 75025

Telephone : **(469) 752-2900**

School District : **Plano Independent School District (isd)**

Lowest Grade : **K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **414**

Total Expenditure/Student :

Hedgcoxe Elementary

Distance **0.87 Miles**

7701 Prescott Dr Plano TX 75025

Telephone : **(469) 752-1700**

School District : **Plano Independent School District (isd)**

Lowest Grade : **K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **418**

Total Expenditure/Student :

Beverly Elementary

Distance **1.25 Miles**

715 Duchess Dr Allen TX 75013

Telephone : **(469) 752-0400**

School District : **Plano Independent School District (isd)**

Lowest Grade : **K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **371**

Total Expenditure/Student :



Thomas Elementary

Distance **1.47 Miles**

1800 Montana Trail Plano TX 75023

Telephone : **(469) 752-3500**

School District : **Plano Independent School District (isd)**

Lowest Grade : **Pre-K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **677**

Total Expenditure/Student :

Middle Schools

Hendrick Middle

Distance **0.81 Miles**

7400 Red River Dr Plano TX 75025

Telephone : **(469) 752-5600**

School District : **Plano Independent School District (isd)**

Lowest Grade : **6th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **559**

Total Expenditure/Student :

Ereckson Middle

Distance **1.2 Miles**

450 Tatum Dr Allen TX 75013

Telephone : **(972) 747-3308**

School District : **Allen Independent School District (isd)**

Lowest Grade : **7th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **1263**

Total Expenditure/Student :



Local Business

Attractions / Recreation

Name	Address	Telephone	Distance (Miles)
Ten Tiny Toes Yoga Llc	8108 Greensboro Dr Plano Tx	(817) 807-2598	0.63
Polk Entertainment Group	928 Sweetgum Crk Plano Tx	(917) 392-7834	0.7
Lig Companies, Llc	708 Baldwin Ct Allen Tx	(214) 495-3974	0.83
Ntx Futsalin', Llc	1807 Briarcliff Dr Allen Tx	(469) 573-0023	0.91

Banks / Financial

Name	Address	Telephone	Distance (Miles)
Moore Homes & Loans Llc	1429 Sandlewood Dr Plano Tx	(901) 297-1114	0.72
Earth Mortgage, Inc	7005 Chase Oaks Blvd Plano Tx	(469) 467-0551	0.88

Eating / Drinking

Name	Address	Telephone	Distance (Miles)
Kaboom Chocolaka, Llc	916 Simon Dr Plano Tx	(972) 742-2664	0.16
Absolute Catering	933 Bass Dr Plano Tx	(214) 864-8011	0.34
The Black-eyed Pea	7501 Jerome Dr Plano Tx	(214) 907-7749	0.39
Choipark's Inc.	945 Filmore Dr Plano Tx	(214) 690-4373	0.42

Health Care Services

Name	Address	Telephone	Distance (Miles)
Furry & Feathery Friends Home Care	1000 Baxter Dr Plano Tx	(972) 517-0120	0.08
Caring Bridge Home Health Care Llc	7416 Vineyard Dr Plano Tx	(972) 527-0427	0.31
Melissa D Sgro Dpm	7512 Jerome Dr Plano Tx	(631) 487-6026	0.36
Perez Del Puerto, Gonzalo	7613 Trevino Dr Plano Tx	(214) 704-2794	0.38

Hospitality

Name	Address	Telephone	Distance (Miles)
Fireweed Corporation	1132 Kesser Dr Plano Tx	(469) 939-3674	0.25

Organizations / Associations

Name	Address	Telephone	Distance (Miles)
Gcl International, Inc.	8136 Rosemont Dr Plano Tx	(214) 675-3663	0.65
Binion Women's Empowerment Ministry, Inc.	1377 Sheila Dr Plano Tx	(972) 517-6226	0.78
Chr Commercial & Home Report	1621 Cayman Cir Plano Tx	(214) 766-6161	0.84
The Gideons International Inc	1325 Minter Rd Plano Tx	(972) 517-6235	0.86

Personal Services

Name	Address	Telephone	Distance (Miles)
Plano Fit Body Boot Camp	7801 Alma Dr Ste 134 Plano Tx	(469) 214-3899	0.42
Fierce Gear, LlC	1357 Sheila Dr Plano Tx	(682) 225-2312	0.74
Cwt Fitness, LlC	608 Belhaven Dr Allen Tx	(972) 727-6343	0.96

Shopping

Name	Address	Telephone	Distance (Miles)
Rosa Bea Fudge & Confections	7801 Alma Dr Plano Tx	(214) 364-6381	0.42
Tom Thumb Food & Drugs, Inc.	7801 Alma Dr Frnt Plano Tx	(972) 527-0961	0.42
Tunpi, LlC	1308 Finley Dr Plano Tx	(214) 473-8751	0.47
May Acupuncture & Herbs	909 Legacy Dr Plano Tx	(972) 234-3168	0.52



Neighbors

1005 SPICEWOOD DRDistance **0.02 Miles**

Owner Name : **Harris Julian**
 Sale Date : **05/04/2012**
 Total Value : **\$358,625**
 Bed / Bath : **3 / 2**
 Land Use : **Sfr**
 Stories : **1**
 Yr Blt / Eff Yr Blt : **1986 / 1995**

Subdivision : **Cross Creek East 3**
 Recording Date : **05/10/2012**
 Sale Price : **\$169,218.75**
 Property Tax : **\$6,124.29**
 Lot Acres : **0.20**
 Living Area : **1,755**
 APN : **R-1641-005-0290-1**

1009 SPICEWOOD DRDistance **0.03 Miles**

Owner Name : **Ha Laura C**
 Sale Date : **11/18/2025**
 Total Value : **\$390,146**
 Bed / Bath : **3 / 2**
 Land Use : **Sfr**
 Stories : **1**
 Yr Blt / Eff Yr Blt : **1986 / 2000**

Subdivision : **Cross Creek East 3**
 Recording Date : **11/19/2025**
 Property Tax : **\$6,662.57**
 Lot Acres : **0.18**
 Living Area : **1,848**
 APN : **R-1641-005-0300-1**

1008 LEDGEMONT DRDistance **0.03 Miles**

Owner Name : **Armendariz R**
 Sale Date : **04/27/2012**
 Total Value : **\$381,162**
 Bed / Bath : **3 / 2**
 Land Use : **Sfr**
 Stories : **1**
 Yr Blt / Eff Yr Blt : **1985 / 2000**

Subdivision : **Cross Creek East 3**
 Recording Date : **05/02/2012**
 Sale Price : **\$141,000**
 Property Tax : **\$6,509.15**
 Lot Acres : **0.21**
 Living Area : **1,748**
 APN : **R-1641-005-0250-1**

1024 LEDGEMONT DRDistance **0.03 Miles**

Owner Name : **Kiyota Noboru**
 Sale Date : **10/26/2017**
 Total Value : **\$392,000**
 Bed / Bath : **3 / 2**
 Land Use : **Sfr**
 Stories : **1**
 Yr Blt / Eff Yr Blt : **1985 / 2000**

Subdivision : **Cross Creek East 3**
 Recording Date : **11/01/2017**
 Property Tax : **\$6,694.23**
 Lot Acres : **0.19**
 Living Area : **2,045**
 APN : **R-1641-005-0210-1**



Neighbors

1013 SPICEWOOD DRDistance **0.03 Miles**

Owner Name : Saatsaz Ali R	Subdivision : Cross Creek East 3
Sale Date : 08/29/1996	Recording Date : 00/00/1996
Total Value : \$377,061	Sale Price : \$96,425
Bed / Bath : 3 / 2	Property Tax : \$6,439.12
Land Use : Sfr	Lot Acres : 0.17
Stories : 1	Living Area : 1,636
Yr Blt / Eff Yr Blt : 1986 / 2000	APN : R-1641-005-0310-1

1013 LEDGEMONT DRDistance **0.03 Miles**

Owner Name : Kim Soo H	Subdivision : Cross Creek East 3
Sale Date : 05/31/2001	Recording Date : 06/04/2001
Total Value : \$370,000	Sale Price : \$151,021.50
Bed / Bath : 3 / 2	Property Tax : \$6,318.54
Land Use : Sfr	Lot Acres : 0.20
Stories : 1	Living Area : 1,755
Yr Blt / Eff Yr Blt : 1985 / 2000	APN : R-1641-005-0140-1

1009 LEDGEMONT DRDistance **0.03 Miles**

Owner Name : Wu Pei Ru	Subdivision : Cross Creek East 3
Sale Date : 08/31/2016	Recording Date : 09/09/2016
Total Value : \$402,628	Property Tax : \$6,875.73
Bed / Bath : 3 / 2	Lot Acres : 0.20
Land Use : Sfr	Living Area : 2,024
Stories : 1	APN : R-1641-005-0130-1
Yr Blt / Eff Yr Blt : 1985 / 2000	

1001 SPICEWOOD DRDistance **0.04 Miles**

Owner Name : Free Darrin	Subdivision : Cross Creek East 3
Sale Date : 06/28/1999	Recording Date : 06/30/1999
Total Value : \$385,213	Sale Price : \$177,597.56
Bed / Bath : 3 / 2	Property Tax : \$6,578.33
Land Use : Sfr	Lot Acres : 0.25
Stories : 1	Living Area : 2,024
Yr Blt / Eff Yr Blt : 1986 / 1995	APN : R-1641-005-0280-1



Neighbors

1028 LEDGEMONT DR

Distance **0.04 Miles**

Owner Name : **Adair John A**

Subdivision : **Cross Creek East 3**

Sale Date : **06/25/2018**

Recording Date : **06/26/2018**

Total Value : **\$406,082**

Sale Price : **\$270,000**

Bed / Bath : **3 / 2**

Property Tax : **\$6,934.72**

Land Use : **Sfr**

Lot Acres : **0.18**

Stories : **1**

Living Area : **1,860**

Yr Blt / Eff Yr Blt : **1985 / 2005**

APN : **R-1641-005-0200-1**

1017 SPICEWOOD DR

Distance **0.04 Miles**

Owner Name : **Ewing Karen**

Subdivision : **Cross Creek East 3**

Sale Date : **04/04/2017**

Recording Date : **04/06/2017**

Total Value : **\$392,597**

Sale Price : **\$250,000**

Bed / Bath : **3 / 2**

Property Tax : **\$6,704.43**

Land Use : **Sfr**

Lot Acres : **0.21**

Stories : **1**

Living Area : **1,741**

Yr Blt / Eff Yr Blt : **1986 / 2000**

APN : **R-1641-005-0320-1**

Demographics

Census Tract / block: 316.32 / 2 Year: 2020

Household

Population		Population by Age	
Count:	5,606	0 - 11	
Estimate Current Year:	5,206	12 - 17	
Estimate in 5 Years:	3,871	18 - 24	10.45%
Growth Last 5 Years:	-3.12%	25 - 64	56.48%
Growth Last 10 Years:	-125.83%	65 - 74	9.1%
		75+	
Household Size		Household Income	
Current Year:	2,412	0 - \$25,000	21.72%
Average Current Year:	2.32	\$25,000 - \$35,000	4.23%
Estimate in 5 Years:	1,945	\$35,000 - \$50,000	4.93%
Growth Last 5 Years:	-7.75%	\$50,000 - \$75,000	18.16%
Growth Last 10 Years:	2.84%	\$75,000 - \$100,000	10.49%
Male Population:	44.68%	Above \$100,000	40.46%
Female Population:	55.32%	Average Household Income:	\$76,438
Married People:	48.92%		
Unmarried People:	51.08%		

Housing

Median Mortgage Payments		Home Values	
Under \$300:	0%	Below \$100,000:	4.44%
\$300 - \$799:	15.37%	\$100,000 - \$150,000:	0%
\$800 - \$1,999:	31.69%	\$150,000 - \$200,000:	0%
Over \$2,000:	52.94%	\$200,000 - \$300,000:	7.32%
Median Home Value:	\$473,400	\$300,000 - \$500,000:	49.82%
Unit Occupied Owner:	34.54%	Above \$500,000:	38.42%
Median Mortgage:	\$1,947		



Demographics

Rent Payments		Year Built	
Unit Occupied Renter:	65.46%	1999 - 2000	
Median Gross Rent:	\$1,755	1995 - 1998	
Less Than \$499	1.47%	1990 - 1994	
\$500 - \$749	2.43%	1980 - 1989	17.15%
\$750 - \$999	7.05%	1970 - 1979	5.4%
\$1000 and Over	89.05%	1900 - 1969	2.12%

Education

Enrollment			
Public Pre-Primary School:	0%	Not Enrolled in School:	77.51%
Private Pre-Primary School:	0%	Not A High School Graduate:	10.83%
Public School:	19.17%	Graduate Of High School:	28.98%
Private School:	3.32%	Attended Some College:	13.43%
Public College:	6.93%	College Graduate:	30.86%
Private College:	1.86%	Graduate Degree:	15.9%

Workforce

Occupation:			
Manager/Prof:	46.73%	Private Worker:	70.32%
Technical:		Government Worker:	11.19%
Sales:	31.72%	Self Employed Worker:	2.04%
Administrative:		Unpaid Family Worker:	8.99%
Private House Hold:		Farming:	4.94%
Service:	14.5%	Skilled:	
Protective Services:		Blue-Collar:	7.04%
Commute Time			
Less Than 15 Min:	21.5%		
15 min - 28 min:	48.95%		
30 min - 57 min:	24.19%		
Over 60 min:	5.36%		

County: COLLIN

Violent Crime (Ratio)

Assault

	County	State	Nation
Total:	1:135	1:69	1:87
Gun:	1:4,505	1:1,682	1:2,070
Knife:	1:4,316	1:1,732	1:2,402

Homicide

	County	State	Nation
Total:	1:103,049	1:22,678	1:20,935
Manslaughter:	1:412,195	1:1,238,625	1:522,140

Robbery

	County	State	Nation
Total:	1:2,130	1:857	1:878
Gun:	1:4,738	1:1,755	1:2,429
Knife:	1:30,533	1:10,617	1:12,854

Non Violent Crime (Ratio)

Burglary

	County	State	Nation
Total:	1:237	1:127	1:149
Forced Entry:	1:427	1:196	1:263
Non-Forcible:	1:594	1:402	1:463
Attempted:	1:5,251	1:3,605	1:2,450

Motor Vehicle Theft

	County	State	Nation
Total:	1:902	1:400	1:408
Auto:	1:1,728	1:722	1:618
Truck/Bus:	1:3,220	1:1,209	1:3,019

After Recording, Return To:
Texans Credit Union
Mortgage Lending Dept.
P.O. Box 853912
Richardson, Texas 75085-3912

2004- 0062469

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

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

**Texas Credit Union
TEXAS HOME EQUITY SECURITY DOCUMENT**

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

DEFINITIONS

- (A) "Loan Agreement" means the Note, Security Document or deed of trust, any other related document, or any combination of those documents, under which you have extended credit to me.
- (B) "Security Document" means this document, which is dated April 22, 2004, together with all Riders to this document.
- (C) "I", "me", and "Borrower" mean STEVEN J. MOONEYHAM, the grantor(s) under this Security Document, as well as the person(s) who signed the Note.
- (D) "You" means TEXANS CREDIT UNION, the Lender and any holder entitled to receive payments under the Note. Your address is 777 E. CAMPBELL ROAD, RICHARDSON, TEXAS 75081. You are the beneficiary under this Security Document.
- (E) The "Trustee" is DAVID ADDISON. The Trustee's address is 777 E. CAMPBELL ROAD, RICHARDSON, TEXAS 75081.
- (F) "Note" means the Home Equity Loan Promissory Note signed by me and dated April 22, 2004. The Note states that the amount I owe you is Forty Eight Thousand and 00/100 Dollars (U.S. \$48,000.00) plus interest. I have promised to pay this debt in substantially equal successive periodic payments and to pay the debt in full no later than May 1, 2011.
- (G) "My Homestead" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "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.
- (I) "Riders" means all Riders to this Security Document that I execute. The Riders include (check as applicable):
 - Texas Home Equity Condominium Rider
 - Texas Home Equity Planned Unit Development Rider
 - Other: _____
- (J) "Applicable Law" means all controlling federal, Texas and local constitutions, statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on me or My Homestead by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. The term

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5660 00657

includes point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in the "Funds for Escrow Items" section of this Security Document.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than proceeds paid under my insurance) for: (i) damage or destruction of My Homestead; (ii) condemnation or other taking of all or any part of My Homestead; (iii) conveyance instead of condemnation; or (iv) misrepresentations or omissions related to the value or condition of My Homestead.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note plus (ii) any amounts under this Security Document.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and 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 Document, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the loan agreement does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of me" means any party that has taken title to My Homestead, whether or not that party has assumed any obligations under the Loan Agreement.

(R) "Ground Rents" means amounts I owe if I rented the real property under the buildings covered by this Security Document. Such an arrangement usually takes the form of a long-term "ground lease."

GRANT OF SECURITY INTEREST

To secure this loan, I give you a security interest in My Homestead including existing and future improvements, easements, fixtures, attachments, replacements and additions to the property, insurance refunds, and proceeds. This security interest is intended to be limited to the homestead property and not other collateral, as required under the Texas Constitution.

TRANSFER OF RIGHTS IN THE PROPERTY

I give to the trustee, in trust, with power of sale, My Homestead located in COLLIN County at 1016 LEDGEMONT DRIVE, PLANO, TX, 75025-3509, and further described as:

BEING LOT NUMBER 23 BLOCK 5 IN CROSS CREEK EAST NO. 3 AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN VOLUME E PAGE 18 OF COLLIN COUNTY RECORDS.

The security interest in My Homestead includes existing and future improvements, easements, fixtures, attachments, replacements and additions to the property, insurance refunds, and proceeds. To the extent required by law, the security interest is limited to homestead property. No additional real or personal property secures the Loan Agreement.

This Security Document secures:

- a. repayment of the Note, and all extensions and modifications of the Note; and
- b. the performance of my promises and agreements under the Loan Agreement.

I warrant that I own My Homestead and have the right to grant you an interest in it. I also warrant that My Homestead is free of any lien, except liens that are publicly recorded. I promise that I will generally defend the title to My Homestead. I will be responsible for your losses that result from a conflicting ownership right in My Homestead.

LATE CHARGES AND PREPAYMENT

I will timely pay the principal, interest, and any other amounts due under the Loan Agreement. I will comply with

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the requirements of my escrow account under the Loan Agreement. I will make payments in U.S. currency. If any check is returned to you unpaid, you may select the form of future payments including:

- a. cash;
- b. money order;
- c. certified check, bank check, treasurer's check or cashier's check drawn upon an institution whose deposits are federally insured; or
- d. Electronic Funds Transfer.

I will make payments to the location as you direct. You may change the location for payments if you give me notice.

You may return any partial payment that does not bring the account current. You may accept any payment or partial payment that does not bring the account current without losing your rights to refuse full or partial payments in the future. I will not use any offset or claim against you to relieve me from my duty to make payments under the Loan Agreement.

FUNDS FOR ESCROW ITEMS

I will pay you an amount ("Funds") for:

- a. taxes and assessments and other items that can take priority over your security interest in My Homestead under the Loan Agreement;
- b. leasehold payments or Ground Rents on My Homestead, if any; and
- c. premiums for any insurance you require under the Loan Agreement.

These items are called "Escrow Items." At any time during the term of the Loan Agreement, you may require me to pay community association dues, fees, and assessments, if any, as an Escrow Item.

I will promptly give you all notices of amounts to be paid. I will pay you the Funds for Escrow Items unless you, at any time, waive my duty to pay you. Any escrow waiver must be in writing. If you waive my duty to pay you the Funds, I will pay, at your direction, the amounts due for waived Escrow Items to the party entitled to payment. If you require, I will give you receipts showing timely payment. My duty to make Escrow Item payments and to provide receipts is an independent promise in the Loan Agreement.

If you grant me an escrow waiver, you may require me to pay the waived Escrow Items. If I fail to directly pay the waived Escrow Items, you may use any right given to you in the Loan Agreement. You may pay waived Escrow Items and require me to repay you. You may cancel the waiver for Escrow Items at any time by a notice that complies with the Loan Agreement. If you cancel the waiver, I will pay you all Funds that are then required under this Section.

At any time you may collect and hold Funds in an amount:

- a. to permit you to apply the Funds at the time specified under RESPA, and
- b. not to exceed the maximum amount you may require under RESPA.

You will estimate the amount of Funds due on the basis of current data and reasonable estimates of future expenses for Escrow Items or otherwise, according to Applicable Law. The Funds will be held in an institution whose deposits are federally insured or in any Federal Home Loan Bank.

You will timely pay Escrow Items as required by RESPA. You will not charge me a fee for maintaining or handling my escrow account. You are not required to pay me any interest on the amounts in my escrow account. You will give me an annual accounting of the Funds as required by RESPA. If there is a surplus in my escrow account, you will follow RESPA. If there is a shortage or deficiency, as defined by RESPA, you will notify me, and I will pay you the amount necessary to make up the shortage or deficiency. I will repay the shortage or deficiency in no more than twelve monthly payments. You will promptly return to me any Funds after I paid the Loan Agreement in full.

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CHARGES AND LIENS

I will timely pay all taxes, assessments, charges, and fines relating to My Homestead that can take priority over this Security Document. I also will timely pay leasehold payments or Ground Rents on My Homestead, if any, and community association dues, fees, and assessments, if any. If these items are Escrow Items, I will pay them as required by the Loan Agreement. I will promptly satisfy any lien that has priority over this Security Document unless I:

- a. agree in writing to pay the amount secured by the lien in a manner acceptable to you and only so long as I comply with my agreement;
- b. contest the lien in good faith by stopping the enforcement of the lien through legal proceedings (this contest must be satisfactory to you); or
- c. obtain an agreement from the holder of the lien that is satisfactory to you.

If you determine that any part of My Homestead is subject to a lien that can take priority over this Security Document, you may give me a notice identifying the lien. I will satisfy the lien or take one or more of the actions described above in this Section within 10 days of the date of the notice.

PROPERTY INSURANCE

I will insure the current and future improvements to My Homestead against loss by fire, hazards included within the term "extended coverage," and any other hazards including earthquakes and floods, as you may require. I will keep this insurance in the amounts (including deductible levels) and for the periods that you require. You may change these insurance requirements during the term of the Loan Agreement. I have the right to choose an insurance carrier that is acceptable to you. You will exercise your right to disapprove reasonably.

I will pay any fee charged by the Federal Emergency Management Agency for the review of any flood zone determination. You may require me to pay 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 re-mappings or similar changes occur that reasonably might affect the determination or certification.

If I do not keep any required insurance, you may obtain insurance at your option and at my expense. You are not required to purchase any type or amount of insurance. Any insurance you buy will always protect you, but may not protect me, my equity in My Homestead, my contents in My Homestead or protect me from certain hazards or liability. I understand that this insurance may cost significantly more than insurance I can purchase. I will owe you for the cost of any insurance that you buy under this Section. Interest will be charged on this amount at the interest rate used by the Note. The interest will be charged from the date you made the payment. You will give me notice of the amounts I owe under this Section.

You may disapprove any insurance policy or renewal. Any insurance policy must include a standard mortgage clause, and must name you as mortgagee or a loss payee. I will give you all insurance premium receipts and renewal notices, if you request. If I obtain any optional insurance to cover damage or destruction of My Homestead, I will name you as a loss payee. In the event of loss, I will give notice to you and the insurance company. You may file a claim if I do not file one promptly. You will apply insurance proceeds to repair or restore My Homestead unless your interest will be reduced or it will be economically unreasonable to perform the work. You may hold the insurance proceeds until you have had an opportunity to inspect the work and you consider the work to be acceptable. The insurance proceeds may be given in a single payment or multiple payments as the work is completed. You will not pay any interest on the insurance proceeds. The insurance proceeds will be applied to the amount I owe if your interest will be reduced or if the work will be economically unreasonable to perform. You will pay me any excess insurance proceeds. You will apply insurance proceeds in the order provided by the Loan Agreement.

If I abandon My Homestead you may file, negotiate, and settle any insurance claim. If the insurance company offers to settle a claim and I do not respond within thirty days to a notice from you, then you may settle the claim. The thirty day period will begin when the notice is given. If I abandon My Homestead, fail to respond to the offer of settlement, or you foreclose on My Homestead, I assign to you:

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- a. my rights to any insurance proceeds in an amount not greater than what I owe; and
- b. any of my other rights under insurance policies covering My Homestead.

You may apply the proceeds to repair or restore My Homestead or to the amount that I owe.

HOMESTEAD

I now occupy and use the property secured by this Security Document as my Texas homestead.

PRESERVATION, MAINTENANCE, PROTECTION, AND INSPECTION OF THE PROPERTY

I will not destroy, damage or impair My Homestead, allow it to deteriorate, or commit waste. Whether or not I live in My Homestead, I will maintain it in order to prevent it from deteriorating or decreasing in value due to its condition. I will promptly repair the damage to My Homestead to avoid further deterioration or damage unless you and I agree in writing that it is economically unreasonable. I will be responsible for repairing or restoring My Homestead only if you release the insurance or condemnation proceeds for the damage to or the taking of My Homestead. You may release proceeds for the repairs and restoration in a single payment or in a series of payments as the work is completed. I still am obligated to complete repairs or restoration of My Homestead even if there are not enough proceeds to complete the work. You or your agent may inspect My Homestead. You may inspect the interior of My Homestead with reasonable cause. You will give me notice stating reasonable cause when or before the interior inspection occurs.

CONDITIONS CAUSING ACTUAL FRAUD

I commit actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution if I or any person acting at my direction or with my knowledge or consent:

- a. gives you materially false, misleading, or inaccurate information or statements;
- b. fails to provide material information regarding the Loan Agreement; or
- c. commits any other action or inaction that is determined to be actual fraud.

Material representations include statements concerning my occupancy of My Homestead as a Texas homestead, the statements and promises contained in any document that I sign in connection with the Loan Agreement, and the execution of an acknowledgment of fair market value of My Homestead as described in the Loan Agreement. If I commit actual fraud I will be in default of the Loan Agreement and may be held personally liable.

PROTECTION OF LENDER'S INTEREST IN THE PROPERTY AND RIGHTS UNDER THE SECURITY DOCUMENT

You may do whatever is reasonable to protect your interest in My Homestead, including protecting or assessing the value of My Homestead, and securing or repairing My Homestead. You may do this when:

- a. I fail to perform the promises and agreements contained in the Loan Agreement;
- b. a legal proceeding might significantly affect your interest in My Homestead or rights under the Loan Agreement (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may have priority over the Loan Agreement or to enforce laws or regulations); or
- c. I abandon My Homestead.

In order to protect your interest in My Homestead, you may:

- a. pay amounts that are secured by a lien on My Homestead which has or will have priority over the Loan Agreement;
- b. appear in court; or
- c. pay reasonable attorneys' fees.

You may enter my Homestead to secure it. To secure My Homestead, you may 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. You have no duty to secure My Homestead. You are not liable for failing to take any action listed in this Section. Any amount you pay under this Section will become my additional

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debt secured by the Loan Agreement. These amounts will earn interest at the rate specified in the Loan Agreement. The interest will begin on the date the amounts are paid. You will give me notice requesting payment of these amounts. If the Loan Agreement is on a leasehold, I will comply with the lease.

ASSIGNMENT OF MISCELLANEOUS PROCEEDS AND FORFEITURE

Any Miscellaneous Proceeds will be assigned and paid to you. If My Homestead is damaged, Miscellaneous Proceeds will be applied to restore or repair My Homestead. You will only do this if your interest in My Homestead will not be reduced and if the work will be economically reasonable to perform. You will have the right to hold Miscellaneous Proceeds until you inspect My Homestead to ensure the work has been completed to your satisfaction. You must make the inspection promptly. You may release proceeds for the work in a single payment or in multiple payments as the work is completed. You are not required to pay me any interest on the Miscellaneous Proceeds. The Miscellaneous Proceeds will be applied to the amount I owe if your interest in My Homestead will be reduced or the work will be economically unreasonable to perform. You will pay me any excess Miscellaneous Proceeds. You will apply Miscellaneous Proceeds in the order provided by the Loan Agreement.

You will apply all Miscellaneous Proceeds to the amount I owe in the event of a total taking, destruction, or loss in value of My Homestead. You will apply the Miscellaneous Proceeds even if all payments are current. You will give any excess Miscellaneous Proceeds to me.

A partial loss can include a taking, destruction, or loss in value. In the event of a partial loss, the Miscellaneous Proceeds will be applied in one of two ways.

- a. If the fair market value of My Homestead immediately before the partial loss is less than the amount I owe immediately before the partial loss, then you will apply all Miscellaneous Proceeds to the amount I owe even if all payments are current.
- b. If the fair market value of My Homestead immediately before the partial loss is equal to or greater than the amount I owe immediately before the partial loss, then you will apply Miscellaneous Proceeds to the amount I owe in the following manner:
 - 1. The amount of Miscellaneous Proceeds multiplied by the result of,
 - 2. The amount I owe immediately before the partial loss divided by the fair market value of My Homestead immediately before the partial loss.

You and I can agree otherwise in writing. You will give any excess Miscellaneous Proceeds to me.

If I abandon My Homestead you may apply Miscellaneous Proceeds either to restore or repair My Homestead, or to the amount I owe.

Damage to My Homestead caused by a third party may result in a civil proceeding. If you give me notice that the third party offers to settle a claim for damages to My Homestead and I fail to respond to you within thirty days, you may accept the offer and apply the Miscellaneous Proceeds either to restore or repair My Homestead or to the amount I owe. If the proceeding results in an award of damages, you will apply the Miscellaneous Proceeds according to this Section.

FORBEARANCE NOT A WAIVER

My successors and I will not be released from liability if you extend the time for payment or modify the payment schedule. If I pay late, you will not have to sue me or my successor to require timely future payments. You may refuse to extend time for payment, and you may refuse to modify this Loan Agreement even if I request it. If you do not enforce your rights every time, you may enforce them later.

JOINT AND SEVERAL LIABILITY, SECURITY DOCUMENT EXECUTION, SUCCESSORS OBLIGATED

I understand that you may seek payment from me without first looking to any other person who signed the Note. Any person who signs this Security Document, but not the Note:

- a. has no duty to pay the sums secured by this Security Document;
- b. is not a surety or guarantor;

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- c. only grants the person's interest in My Homestead under the terms of this Security Document; and
- d. grants the person's interest in My Homestead to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution.

The lien against My Homestead is a voluntary lien and is a written agreement that shows the consent of each owner and each owner's spouse. You and I may extend, modify, or make any arrangements with respect to the terms of the Loan Agreement. Upon your approval, my successor who assumes my duties in writing will receive all of my rights and benefits under the Loan Agreement. I still will be responsible under the Loan Agreement unless you release me in writing. The Loan Agreement will extend to your assigns or successors.

EXTENSION OF CREDIT CHARGES

If an Applicable Law that sets a maximum charge is finally interpreted so that the interest, loan charges, or fees collected or to be collected with the Loan Agreement exceed the permitted amount, then you will:

- a. reduce the amount to the amount permitted,
- b. refund the excessive amount to me; or,
- c. take any other action required or permitted by Applicable Law and the Texas Constitution in particular.

Unless otherwise required by Applicable Law, you may choose to apply this refund to the amount I owe or pay it directly to me. If you apply the refund to the amount I owe, the refund will be treated as a partial prepayment.

If I default, you will be able to charge me reasonable fees paid to an attorney who is not your employee to protect your interest in My Homestead.

DELIVERY OF NOTICES

Under the Loan Agreement, you and I will give notices to each other in writing. Any notice under the Loan Agreement will be considered given to me when it is mailed by first class mail or when actually delivered to me at my address if given by another means. You will give notice to My Homestead address unless I provide you with a different address. I will notify you promptly of any change of address. I will comply with any reasonable procedure for giving a change of address that you provide. There will only be one address for notice under the Loan Agreement. Notice to me will be considered notice to all persons who are obligated under the Loan Agreement unless Applicable Law requires a separate notice. I may give you notice by delivering or mailing it by first class mail to the address provided by you, unless you require a different procedure. You, however, will not receive notice under the Loan Agreement until you actually receive it. Legal requirements governing notices subject to the Loan Agreement will prevail over conditions in the Loan Agreement.

GOVERNING LAW AND SEVERABILITY

The Loan Agreement will be governed by Texas and federal law. If any provision in the Loan Agreement conflicts with any legal requirement, all non-conflicting provisions will remain effective.

RULES OF CONSTRUCTION

As used in the Loan Agreement:

- a. words in the singular will mean and include the plural and vice versa; and
- b. the word "may" gives sole discretion without imposing any duty to take action.

LOAN AGREEMENT COPIES

At the time the Loan Agreement is made, you will give me copies of all documents I sign.

TRANSFER OF INTEREST IN PROPERTY

"Interest in My Homestead" means any legal or beneficial interest. This term includes 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 me at a future date to a purchaser). If any part of My Homestead is sold or transferred without your prior written permission, you may require immediate payment of all I owe. You will not exercise this

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option if disallowed by Applicable Law. If you accelerate, you will give me notice. The notice of acceleration will allow me at least 21 days from the date the notice is given to pay all I owe. If I fail to timely pay all I owe, you may pursue any remedy allowed by the Loan Agreement without further notice or demand.

BORROWER'S RIGHT TO REINSTATE AFTER ACCELERATION

I have the right to stop you from enforcing the Loan Agreement any time before the earliest of:

- a. 5 days before sale of My Homestead under any power of sale included in the Loan Agreement;
- b. the day required by Applicable Law for the termination of my right to reinstate; or
- c. the entry of a judgment enforcing the Loan Agreement.

I can stop the enforcement of the Loan Agreement and reinstate the Loan Agreement if all the following conditions are met:

- a. You are paid what I owe under the Loan Agreement as if no acceleration had occurred;
- b. I cure any default of any promise or agreement;
- c. You are paid all expenses allowed by Applicable Law, including reasonable attorneys' fees and other fees incurred for the purpose of protecting your interest in My Homestead and rights under the Loan Agreement;
- d. I comply with any reasonable requirement to assure you that your interest in My Homestead will remain intact; and
- e. I comply with any reasonable requirement to assure you that my ability to pay what I owe will remain intact.

You may require me to pay for the reinstatement in one or more of the following forms:

- 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 federally insured; or
- d. Electronic Funds Transfer

Upon reinstatement, the Loan Agreement will remain effective as if no acceleration had occurred. However, this right to reinstate will not apply if I sell or transfer any interest in My Homestead without your permission.

SALE OF NOTE, CHANGE OF LOAN SERVICER, NOTICE OF GRIEVANCE, LENDER'S RIGHT TO COMPLY

A full or partial interest in the Loan Agreement can be sold one or more times without prior notice to me. The sale may result in a change of the company servicing or handling the Loan Agreement. The company servicing or handling the Loan Agreement will collect my periodic payment and will comply with other servicing conditions required by the Loan Agreement or Applicable Law. In some cases, the company servicing or handling the Loan Agreement may change even if the Loan Agreement is not sold. If the company servicing or handling the Loan Agreement is changed, I will be given written notice of the change. The notice will state the name and address of the new company, the address to which my payments should be made, and any other information required by RESPA. If a different company services the Loan Agreement, the servicing duties will be transferred.

You or I must give notice of any violation of the Loan Agreement to the other and the opportunity to address the alleged violation before starting or joining any legal action. You and I will give each other a reasonable amount of time to address the alleged violation. If the law provides a specified time period that must be given to address a violation, that time period will be a reasonable time for purposes of this paragraph. Any notice of acceleration and opportunity to cure under the Loan Agreement will satisfy the notice and opportunity to address the alleged violation provisions of this Section.

You and I intend to strictly follow the provisions of the Texas Constitution that relate to the Loan Agreement (Section 50(a)(6), Article XVI of the Texas Constitution).

No agreement between you and me or any third party will limit your ability to comply with your duties under the Loan Agreement and the Applicable Law.

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In the event you fail to comply with your obligations under the Loan Agreement or Applicable Law, I will notify you of your failure in writing, specifying how you have failed to comply. You will have an opportunity to correct any failure to comply in the manner, and within the time periods, specified by Applicable Law, and by the Texas Constitution in particular.

HAZARDOUS SUBSTANCES

For purposes of this Section:

- a. "Hazardous Substances" means 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 My Homestead 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. "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will 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 My Homestead. I will not do or allow anyone else to do anything affecting My Homestead:

- a. that is in violation of any Environmental Law,
- b. that creates an Environmental Condition, or
- c. that, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of My Homestead.

The presence, use, or storage on My Homestead of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and for the maintenance of My Homestead are allowed. This includes Hazardous Substances found in consumer products.

I will promptly give you written notice of:

- a. any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving My Homestead and any Hazardous Substance or Environmental Law of which I have actual knowledge;
- b. any Environmental Condition, including 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 My Homestead.

If I learn that, or am notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting My Homestead is necessary, I promptly will take all necessary remedial actions in accordance with Environmental Law. You will have no obligation for an Environmental Cleanup.

ACCELERATION AND REMEDIES

You will give me notice prior to acceleration if I am in default under the Loan Agreement. The notice will specify:

- a. the default;
- b. the action required to cure the default;
- c. a date, not less than 21 days from the date you give me notice, to cure the default; and
- d. that my failure to cure the default on or before the specified date will result in acceleration of all that I owe under the Loan Agreement and sale of My Homestead.

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You will inform me of my right to reinstate after acceleration and my right to bring a court action to contest the alleged default or to assert any other defense to the acceleration and sale. If the default is not cured before the specified date, you have the option to require immediate payment in full of all I owe. If you are not paid all I owe, you may sell My Homestead or seek other remedies allowed by Applicable Law without further notice. You may collect your reasonable expenses incurred in seeking the remedies provided in this Section. These expenses may include court costs, attorneys' fees, and costs of title search.

This lien against My Homestead may be foreclosed upon only by a court order. You may, at your option, follow any rules of civil procedure for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"). The power of sale granted by the Loan Agreement will be exercised according to the Rules. I understand the power of sale is not a confession of judgment or a power of attorney to confess judgment or an appearance by me in a judicial proceeding.

POWER OF SALE

You have a fully enforceable lien on My Homestead. Your remedies for my default include an efficient means of foreclosure under the law. You and the Trustee have all powers to conduct a foreclosure except as limited by the Texas Supreme Court. If you choose to use the power of sale, you will give me notice of the time, place and terms of the sale by posting and filing notice at least 21 days before the sale as provided by law. You will give me notice by mail as required by law. The sale will be conducted at a public place. The sale will be held:

- a. on the first Tuesday of a month;
- b. at a time stated in the notice or no later than 3 hours after the time; and
- c. between 10:00 a.m. and 4:00 p.m.

I allow the Trustee to sell My Homestead to the highest bidder for cash in one or more parcels and in any order the Trustee determines. You may purchase My Homestead at any sale. The Rules will prevail in a conflict between the procedures and the Rules. If a conflict arises, the conflicting provision will be corrected in order to comply.

The Trustee will give a Trustee's deed to the foreclosure sale purchaser. A Trustee's deed will convey:

- a. good title to My Homestead that cannot be defeated; and
- b. title with promises of general warranty from me.

I will defend the purchaser's title to My Homestead against all claims and demands. The description of facts contained in the Trustee's deed will be sufficient to legally prove the truth of the statements made in the deed. The Trustee will apply the proceeds of the sale in the following order:

- a. to all expenses of the sale, including court costs and reasonable Trustee's and attorneys' fees;
- b. what I owe; and
- c. any excess to the person or persons legally entitled to it.

If My Homestead is sold through a foreclosure sale governed by this Section, I or any person in possession of My Homestead through me, will give up possession of My Homestead without delay. A person who does not give up possession is a holdover and may be removed by a court order.

RELEASE

You will cancel and return the Note to me and give me, in recordable form, a release of lien securing the Loan Agreement or a copy of any endorsement of the Note and assignment of the lien to a lender that is refinancing the Loan Agreement. I will pay only the cost of recording the release of lien. My acceptance of the release or endorsement and assignment will end all of your duties under Section 50(a)(6), Article XVI of the Texas Constitution.

NON-RECOURSE LIABILITY

You are entitled to all rights, superior title, liens and equities owned or claimed by any grantor or holder of any liens and debts due before the signing of the Loan Agreement. You are entitled to these rights whether you acquire the liens or debts by assignment or the holder releases them upon payment.

Each person who signs the Security Document is responsible for each promise and duty in the Security Document, subject to limitation of personal liability described below. The Texas Constitution provides that the

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Loan Agreement is given without personal liability against each owner of My Homestead and against the spouse of each owner. Personal liability may be imposed if the Loan Agreement was obtained by actual fraud. This means that, unless actual fraud is found by a court, you are only able to enforce your rights under the Loan Agreement against My Homestead. You are not able to seek personal liability against the owner of My Homestead or the spouse of an owner. If the Loan Agreement is obtained by actual fraud, then I will be personally liable for the payment of any amounts due under the Loan Agreement. This means that a personal judgment could be obtained against me for a deficiency as a result of a foreclosure sale of My Homestead. A personal judgment would subject my other assets for the payment of the debt.

Unless prohibited by the Texas Constitution, this Section will not:

- a. impair in any way the Loan Agreement or your right to collect all that I owe under the Loan Agreement; and
- b. affect your right to enforce any promise or condition of the Loan Agreement.

PROCEEDS

I am not required to apply the proceeds of the Loan Agreement to repay another debt except a debt secured by My Homestead or a debt to another lender.

NO ASSIGNMENT OF WAGES

I have not assigned wages as security for the Loan Agreement.

ACKNOWLEDGMENT OF FAIR MARKET VALUE

You and I agreed in writing to the fair market value of My Homestead on the date of the Loan Agreement.

TRUSTEES AND TRUSTEE LIABILITY

One or more Trustees acting alone or together may exercise or perform all rights, remedies and duties of the Trustee under the Loan Agreement. You may remove or change any Trustee (e.g., add one or more Trustees or appoint a successor Trustee to any Trustee). This removal or change of Trustee must be in writing and may be:

- a. at your option;
- b. with or without cause, and
- c. by power of attorney or otherwise,

The substitute, additional or successor Trustee will receive, without any further act, the title, rights, remedies, powers and duties of the Trustee under the Loan Agreement and Applicable Law.

The Trustee may rely, without liability, upon any notice, request, consent, demand, statement or other document reasonably believed by the Trustee to be valid. The Trustee will not be liable for any act or omission unless the act or omission is willful.

WAIVER OF ADDITIONAL COLLATERAL

I agree that you waive all terms in any of your current or future loan documentation that:

- a. creates a default of the Loan Agreement by virtue of a default of another obligation that is not secured by My Homestead;
- b. provides that collateral, other than My Homestead, may secure this extension of credit (including cross collateralization or dragnet provisions);
- c. creates personal liability for me for the Loan Agreement (unless this loan was obtained by actual fraud); or
- d. creates a personal guaranty.

DEFAULT

Any default under any other agreements which I have entered into in connection with the Loan Agreement, including the Note, will also be a default under this Security Document.

82000 0000

5660 00667

BY SIGNING BELOW, I accept and agree to the terms and promises contained in the Loan Agreement and in any Rider I sign which is recorded with it.

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

I MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THE LOAN AGREEMENT WITHOUT PENALTY OR CHARGE.

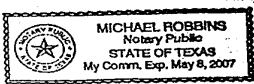
Steven J. Mooneyham
Borrower STEVEN J. MOONEYHAM

Borrower N/A

STATE OF TEXAS
COUNTY OF Dallas

Before me, the undersigned Notary Public, on this day personally appeared N/A known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of April, 2004



Michael Robbins
Notary Public in and for the State of Texas
My Commission Expires:

STATE OF TEXAS
COUNTY OF Dallas

Before me, the undersigned Notary Public, on this day personally appeared STEVEN J. MOONEYHAM known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of April, 2004



Michael Robbins
Notary Public in and for the State of Texas
My Commission Expires:

