

real estate reports

Subject Property

209 Mourning Dove Ln
Krum
TX 76249
APN: R213275

Prepared For:

Data Provided By:

Requested By:

Misty Di Paola
Key Title - DFW
Email: misty@keytitlegroupdfw.com

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Subject Property : **209 Mourning Dove Ln Krum TX 76249**

Owner Information

Owner Name : **Ables Kyle & Paul Blane / Ables Gail**
Mailing Address : **209 Mourning Dove Ln, Krum TX 76249-5344 R005**
Owner Occupied
Indicator :

Location Information

Legal Description : **Dove Meadows Addn Ph li Blk B Lot 16**
County : **Denton, Tx** Alternate APN : **SK0134A00000B000000160000**
Census Tract / Block : **202.07 / 1** Subdivision : **Dove Meadows Add Ph li**
Legal Lot : **16** Map Reference : **457-Z / DOVEME0001**
Legal Block : **B** School District : **Krum Isd**
Market Area : **31** Munic/Township : **Krum**
APN : **R213275** Neighbor Code : **DC10009**

Last Market Sale Information

Recording/Sale Date : **08/30/2023 / 08/29/2023** 1st Mtg Amount/Type : **\$230,400 / Cnv**
Sale Price : **\$288,000** 1st Mtg Document # : **93315**
Sale Type : **Estimated** 1st Mtg Term : **30**
Document # : **93314** Price Per SqFt : **\$216.38**
Deed Type : **Warranty Deed**
Title Company : **Rtt**
Lender : **United Wholesale Mtg**
Seller Name : **Bradstreet Chad & Jentry**

Prior Sale Information

Prior Rec/Sale Date : **08/07/2020 / 07/30/2020** Prior Deed Type : **Warranty Deed**
Prior Sale Price : **\$260,687.50** Prior 1st Mtg Amt/Type : **\$208,550 / Conv**
Prior Doc Number : **118431**



Property Detail

Property Characteristics

Gross Area : 1,751	# of Stories : 1	Cooling Type : Central
Living Area : 1,331	Parking Type : Attached Garage	Exterior wall : Brick Veneer
Bedrooms : 3	Garage Area : 420	Interior Wall : Drywall
Bath(F/H) : 2	Foundation : Slab	Porch Type : Open Porch
Fireplace : Y / 1	Roof Material : Composition Shingle	Air Cond : Central
Year Built / Eff : 2001	Heat Type : Central	Floor Cover : Carpet

Property Information

Land Use : Sfr	Lot Acres : 0.24	State Use : Single Family
County Use : Single Family	Lot Size : 10,588	

Tax Information

Total Value : \$295,000	Improve % : 77%	Market Value : \$295,000
Land Value : \$67,672	Tax Year : 2025	CITY OF KRUM Tax / Rate : \$1,951.03/.66137
Improvement Value : \$227,328	Property Tax : \$6,025.38	DENTON COUNTY Tax / Rate : \$548.52/.18594
Assessed Year : 2025	Tax Rate Area : G01	KRUM ISD Tax / Rate : \$3,525.84/1.1952

Comparables

Sales Analysis

Criteria	Subject Property	Low	High	Average
Sale Price	\$288,000	\$62,500	\$362,500	\$294,267
Bldg/Living Area	1331	1144	1506	1379
Price Per Square Foot	\$216.38	\$42	\$259	\$212.95
Year Built	2001	1932	2005	1983
Lot Size	10,588	7,277	58,956	13,403
Bedrooms	3	3	3	3
Bathrooms	2	1	2	2
Stories	1	1	1	1
Total Assessed Value	\$295,000	\$147,388	\$332,960	\$257,593
Distance From Subject	0	0.03	0.76	0.34

Summary of Comparables

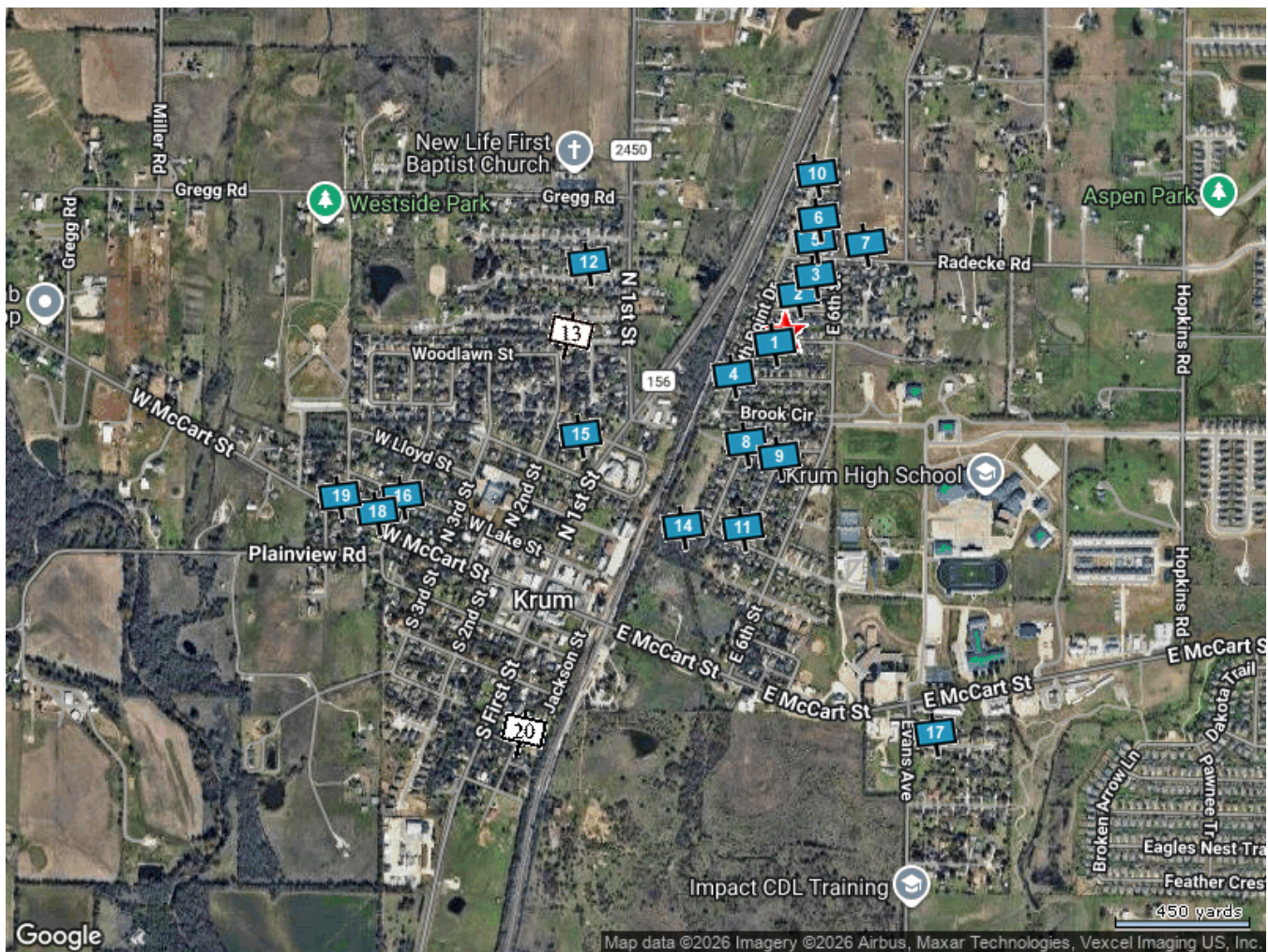
#	Address	Sale Price	Total Assessed Value	Sale Date	Bed	Bath	Living Area	Lot Size	Year Built	Dist (Miles)	Zoning
S	209 Mourning Dove Ln	288,000	295,000	08/30/2023	3	2	1,331	10,588	2001		
1	212 Dove Mdws	307,428.85	299,098	04/29/2025			1,425	7,976	1999	0.03	
2	207 White Wing Dr	292,552.56	271,956	03/07/2025	3	2	1,304	7,500	2000	0.06	
3	202 White Wing Dr	329,000	290,636	05/30/2025	3	2	1,460	8,000	2000	0.09	
4	220 Brook Cir	216,250	239,535	06/05/2025	3	1	1,144	9,540	1992	0.11	
5	103 Radecke Rd	343,130.33	294,122	10/07/2025	3	2	1,416	8,276	2005	0.14	
6	104 Radecke Rd	362,500	296,000	06/17/2025	3	2	1,408	11,761	2004	0.18	
7	200 Radecke Rd	316,355.76	291,315	04/30/2025	3	2	1,506	8,015	1999	0.18	
8	15 W Sharon Dr		255,860	01/22/2026	3	2	1,324	9,000	1986	0.19	
9	16 Christi Ln	355,262.5	300,667	09/02/2025		2	1,388	8,880	1984	0.2	
10	100 Turtle Dove		289,305	02/18/2026	3	2	1,419	8,276	2004	0.25	
11	8 S Sharon Dr	281,812.5	273,787	01/21/2026	3	2	1,376	9,360	1996	0.32	
12	7 Finley Cir	327,750	288,601	03/18/2025	3	2	1,264	12,070	1983	0.33	
	516 N 2nd St	62,500	233,288	03/17/2025	3	2	1,478	7,277	1987	0.34	
14	201 E Lloyd St		222,961	03/27/2025			1,338	58,956	1945	0.35	

Comparables

15	210 W Huffman St		181,782	11/06/2025			1,369	22,500	1950	0.37
16	442 W Mccart St		147,388	10/14/2025			1,265	8,500	1932	0.66
17	904 Glengarden St	360,000	332,960	05/30/2025	3	2	1,436	26,400	1973	0.68
18	501 W Mccart St	314,687.5	265,797	03/26/2025	3	2	1,432	7,408	1998	0.71
19	101 Clearman St		211,034	06/17/2025	3	2	1,464	13,625	1973	0.75
	421 Jackson St	250,502.5	165,777	01/20/2026	3	2	1,360	14,732	1954	0.76

Distressed Sales =

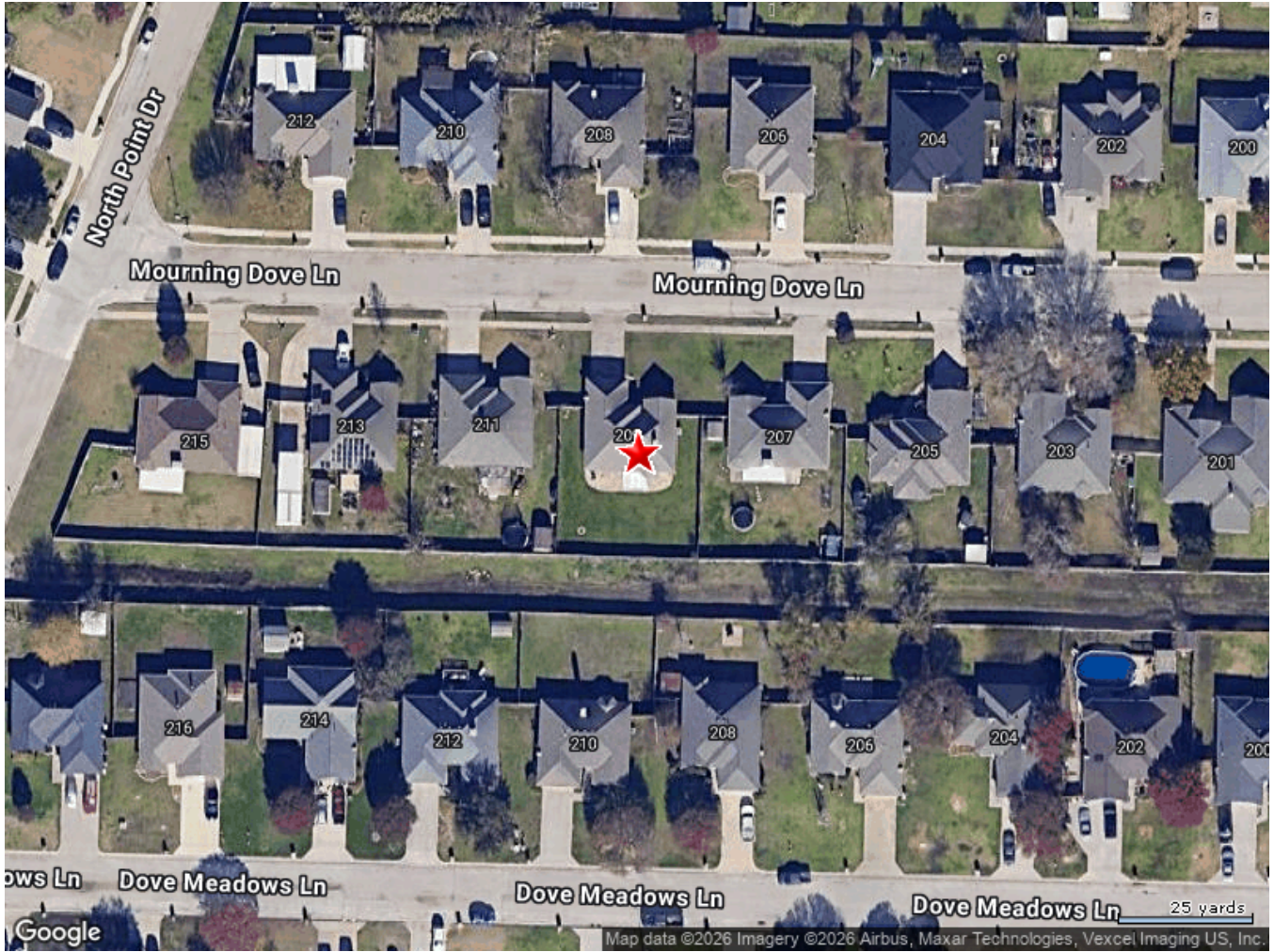
[Map](#)





Street Map

Subject Property : **209 Mourning Dove Ln Krum TX 76249**



Transaction History

Sales History

Rec. Date :	08/30/2023	08/07/2020	01/08/2016	08/21/2015
Sale Date :	08/29/2023	07/30/2020	01/06/2016	08/20/2015
Sale Price :	\$288,000	\$260,687.50	\$194,086.25	
Rec.Doc.No :	93314	118431	2311	96864
Doc. Type :	WARRANTY DEED	WARRANTY DEED	WARRANTY DEED	WARRANTY DEED
Sale Price Type :	ESTIMATED	ESTIMATED	ESTIMATED	
Buyer :	Ables Kyle	Bradstreet Chad & Jentry	Troutman Logan C	Top Shelf Homes Llc
Seller :	Bradstreet Chad & Jentry	Troutman Logan C	Top Shelf Homes Llc	Yarbrough Mark A
Title Company :	Rtt	Lawyers Title	Lawyers Title	Lawyers Title
Other Doc No :				

Rec. Date :	00/00/2000	10/21/1999
Sale Date :	05/25/2000	10/18/1999
Sale Price :		
Rec.Doc.No :	46	108082
Doc. Type :	DEED (REG)	WARRANTY DEED
Sale Price Type :		
Buyer :	Yarbrough Mark	Lassiter John
Seller :	Owner Record	Edmonds Investment Inc
Title Company :		
Other Doc No :		

Mortgage History

1st Mortgage Details

Mtg. Date :	08/30/2023	08/07/2020	01/08/2016
Mtg. Amt :	\$230,400	\$208,550	\$155,269
Mtg. Doc. No :	93315	118432	2312
Doc. Type :	DEED OF TRUST	DEED OF TRUST	DEED OF TRUST
Loan Type :	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL
Mtg. Rate Type :			
Mtg. Term :	30 Years	30 Years	30 Years
Mtg. Rate :			
Lender :	United Wholesale Mtg	Great Wstn Fin'l Svcs Inc	Premier Nationwide Lndg
Borrower 1 :	Ables Kyle	Bradstreet Chad	Troutman Logan C
Borrower 2 :	Ables Paul B & Gail	Bradstreet Jentry	Liberto Leah
Borrower 3 :			
Borrower 4 :			



Public Schools :

Elementary Schools

Dyer Elementary

Distance **0.51 Miles**

304 N 3rd St Krum TX 76249

Telephone : **(940) 482-2604**

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

Lowest Grade : **2nd**

Highest Grade : **5th**

Kindergarten : **No**

School Enrollment :

Enrollment : **374**

Total Expenditure/Student :

Blanche Dodd Elementary

Distance **0.57 Miles**

915 E Mccart Krum TX 76249

Telephone : **(940) 482-2603**

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

Lowest Grade : **2nd**

Highest Grade : **5th**

Kindergarten : **No**

School Enrollment :

Enrollment : **327**

Total Expenditure/Student :

Krum Early Education Center

Distance **1.11 Miles**

1513 Sequoia Krum TX 76249

Telephone : **(940) 482-2605**

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

Lowest Grade : **Pre-K**

Highest Grade : **1st**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **444**

Total Expenditure/Student :



Middle Schools

Krum Middle

Distance **0.49 Miles**

805 E Mccart Krum TX 76249

Telephone : **(940) 482-2602**

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

Lowest Grade : **6th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **584**

Total Expenditure/Student :

High Schools

Krum High School

Distance **0.34 Miles**

700 A Bobcat Blvd Krum TX 76249

Telephone : **(940) 482-2601**

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

Lowest Grade : **9th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **754**

Total Expenditure/Student :

Advanced Placement : **No**



Local Business

Banks / Financial

Name	Address	Telephone	Distance (Miles)
First United Bank And Trust Company	960 E Mccart St Krum Tx	(940) 482-3211	0.67
Texas Regional Bank	1020 E Mccart St Krum Tx	(940) 398-3500	0.68

Eating / Drinking

Name	Address	Telephone	Distance (Miles)
Rjs Bakery & Tea Room	202 W Mccart St Ste 120 Krum Tx	(940) 482-3999	0.53
Extreme Cuisine Catering	202 W Mccart St Ste 120 Krum Tx	(940) 380-8770	0.53
Porto Finos	208 W Mccart St Krum Tx	(940) 482-3871	0.54
Angeles Mexican Restaurant, Llc	900 E Mccart St Krum Tx	(940) 482-7000	0.61

Health Care Services

Name	Address	Telephone	Distance (Miles)
Dc Adrian Jones	210 Mourning Dove Ln Krum Tx	(940) 482-3599	0.04
Aba Of North Texas Llc	499 N 3rd St Krum Tx	(214) 650-6708	0.49
Longevity Medical	128 W Mccart St Krum Tx	(940) 320-9709	0.52
Cp Orthodontics	318 E Mccart St Ste 300 Krum Tx	(940) 482-3494	0.54

Organizations / Associations

Name	Address	Telephone	Distance (Miles)
First Baptist Church, Krum, Inc.	12 Gregg Rd Krum Tx	(940) 482-3417	0.43
Church Of Christ	Third & Hoffman Krum Tx	(940) 482-6763	0.48
Krum United Methodist Church, Inc.	1001 E Mccart St Krum Tx	(940) 482-3482	0.58
Christian Center Assembly Of God	113 W Britton St Krum Tx	(940) 482-6585	0.58

Personal Services

Name	Address	Telephone	Distance (Miles)
Jeannine Roberts	203 Brook Cir Krum Tx	(303) 333-5959	0.12
Anytime Fitness	805 E Mccart St Krum Tx	(940) 482-2900	0.5



Local Business

Shopping

Name	Address	Telephone	Distance (Miles)
Outback Market	220 W McCart St Krum Tx	(940) 482-6561	0.56
Johnny Joes 4	100 S 1st St Krum Tx	(940) 482-1786	0.57
Ck Trading Inc.	100 S 1st St Krum Tx	(940) 482-6767	0.57
Krum Quick Track	920 E McCart St Krum Tx	(940) 482-6405	0.64



207 MOURNING DOVE LN

Distance **0.01 Miles**

Owner Name : **Sanders Lindsey C**

Subdivision : **Dove Meadows Add Ph li**

Sale Date : **05/16/2023**

Recording Date : **05/17/2023**

Total Value : **\$281,000**

Sale Price : **\$345,562.50**

Bed / Bath : **3 / 2**

Property Tax : **\$5,739.43**

Land Use : **Sfr**

Lot Acres : **0.24**

Stories : **1**

Living Area : **1,306**

Yr Blt / Eff Yr Blt : **1999 /**

APN : **R213274**

211 MOURNING DOVE LN

Distance **0.01 Miles**

Owner Name : **211 Mourning Dove Lane
Llc**

Subdivision : **Dove Meadows Add Ph li**

Sale Date : **05/13/2010**

Recording Date : **05/20/2010**

Total Value : **\$261,000**

Sale Price : **\$146,682.50**

Bed / Bath : **3 / 2**

Property Tax : **\$5,330.93**

Land Use : **Sfr**

Lot Acres : **0.24**

Stories : **1**

Living Area : **1,245**

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

APN : **R213276**

205 MOURNING DOVE LN

Distance **0.03 Miles**

Owner Name : **Gray Glenn W Jr**

Subdivision : **Dove Meadows Add Ph li**

Sale Date : **04/25/2003**

Recording Date : **05/01/2003**

Total Value : **\$292,842**

Sale Price : **\$105,900**

Bed / Bath : **3 / 2**

Property Tax : **\$5,981.31**

Land Use : **Sfr**

Lot Acres : **0.24**

Stories : **1**

Living Area : **1,358**

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

APN : **R213273**



213 MOURNING DOVE LN

Distance **0.03 Miles**

Owner Name : **Doebener Robert J**

Subdivision : **Dove Meadows Add Ph li**

Sale Date : **03/16/2018**

Recording Date : **03/19/2018**

Total Value : **\$292,858**

Sale Price : **\$168,589**

Bed / Bath : **3 / 2**

Property Tax : **\$5,981.63**

Land Use : **Sfr**

Lot Acres : **0.24**

Stories : **1**

Living Area : **1,340**

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

APN : **R213277**

208 MOURNING DOVE LN

Distance **0.03 Miles**

Owner Name : **Conklin Barbara**

Subdivision : **Dove Meadows Add Ph li**

Sale Date : **10/14/2004**

Recording Date : **10/18/2004**

Total Value : **\$276,348**

Sale Price : **\$115,000**

Bed / Bath : **3 / 2**

Property Tax : **\$5,644.42**

Land Use : **Sfr**

Lot Acres : **0.19**

Stories : **1**

Living Area : **1,268**

Yr Blt / Eff Yr Blt : **2001 /**

APN : **R213266**

203 MOURNING DOVE LN

Distance **0.04 Miles**

Owner Name : **Arnett Stephanie Lynn**

Subdivision : **Dove Meadows Add Ph li**

Sale Date : **01/31/2001**

Recording Date : **02/06/2001**

Total Value : **\$303,722**

Sale Price : **\$112,518**

Bed / Bath : **3 / 2**

Property Tax : **\$6,203.53**

Land Use : **Sfr**

Lot Acres : **0.24**

Stories : **1**

Living Area : **1,423**

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

APN : **R213272**

215 MOURNING DOVE LN

Distance **0.05 Miles**

Owner Name : **Blackburn John W**

Subdivision : **Dove Meadows Add Ph li**

Sale Date : **04/04/2003**

Recording Date : **04/07/2003**

Total Value : **\$284,000**

Sale Price : **\$112,900**

Bed / Bath : **3 / 2**

Property Tax : **\$5,800.71**

Land Use : **Sfr**

Lot Acres : **0.35**

Stories : **1**

Living Area : **1,303**

Yr Blt / Eff Yr Blt : **1999 /**

APN : **R213278**



Neighbors

210 BROOK CIR

Distance **0.08 Miles**

Owner Name : Baca Lorena	Subdivision : North Point Add
Sale Date : 01/07/2022	Recording Date : 01/11/2022
Total Value : \$266,990	Sale Price : \$265,625
Bed / Bath : 3 / 2	Property Tax : \$5,453.28
Land Use : Sfr	Lot Acres : 0.21
Stories : 1	Living Area : 1,144
Yr Blt / Eff Yr Blt : 1987 /	APN : R132825

208 BROOK CIR

Distance **0.08 Miles**

Owner Name : Svadlenka William Benjamin	Subdivision : North Point Add
Sale Date : 07/18/2013	Recording Date : 07/19/2013
Total Value : \$231,945	Sale Price : \$95,750
Bed / Bath : 3 / 2	Property Tax : \$4,737.48
Land Use : Sfr	Lot Acres : 0.21
Stories : 1	Living Area : 1,144
Yr Blt / Eff Yr Blt : 1987 /	APN : R132828

206 BROOK CIR

Distance **0.08 Miles**

Owner Name : Tomsha Mary V	Subdivision : North Point Add
Sale Date : 06/09/2017	Recording Date : 06/12/2017
Total Value : \$254,261	Sale Price : \$143,796.73
Bed / Bath : 3 / 2	Property Tax : \$5,193.29
Land Use : Sfr	Lot Acres : 0.21
Stories : 1	Living Area : 1,120
Yr Blt / Eff Yr Blt : 1987 /	APN : R132829

Demographics

Census Tract / block: 202.07 / 1 Year: 2020

Household

Population		Population by Age	
Count:	3,441	0 - 11	
Estimate Current Year:	3,441	12 - 17	
Estimate in 5 Years:	3,441	18 - 24	5.84%
Growth Last 5 Years:		25 - 64	56.5%
Growth Last 10 Years:		65 - 74	12.41%
		75+	
Household Size		Household Income	
Current Year:	1,235	0 - \$25,000	0%
Average Current Year:	2.78	\$25,000 - \$35,000	2.19%
Estimate in 5 Years:	1,235	\$35,000 - \$50,000	17.98%
Growth Last 5 Years:		\$50,000 - \$75,000	10.77%
Growth Last 10 Years:		\$75,000 - \$100,000	19.43%
Male Population:	54.02%	Above \$100,000	49.64%
Female Population:	45.98%	Average Household Income:	\$94,375
Married People:	68.84%		
Unmarried People:	31.16%		

Housing

Median Mortgage Payments		Home Values	
Under \$300:	0%	Below \$100,000:	5.1%
\$300 - \$799:	15.77%	\$100,000 - \$150,000:	10.77%
\$800 - \$1,999:	50.48%	\$150,000 - \$200,000:	4.23%
Over \$2,000:	33.75%	\$200,000 - \$300,000:	16.06%
Median Home Value:	\$381,400	\$300,000 - \$500,000:	30.58%
Unit Occupied Owner:	84.21%	Above \$500,000:	33.27%
Median Mortgage:	\$1,172		



Demographics

Rent Payments		Year Built	
Unit Occupied Renter:	15.79%	1999 - 2000	
Median Gross Rent:	\$1,371	1995 - 1998	
Less Than \$499	0%	1990 - 1994	
\$500 - \$749	0%	1980 - 1989	19.73%
\$750 - \$999	0%	1970 - 1979	3.99%
\$1000 and Over	100%	1900 - 1969	4.31%

Education

Enrollment			
Public Pre-Primary School:	2.25%	Not Enrolled in School:	77.85%
Private Pre-Primary School:	0%	Not A High School Graduate:	7.47%
Public School:	18.28%	Graduate Of High School:	26.3%
Private School:	3.87%	Attended Some College:	23.16%
Public College:	3.15%	College Graduate:	34.12%
Private College:	2.91%	Graduate Degree:	8.95%

Workforce

Occupation:			
Manager/Prof:	42.06%	Private Worker:	73.24%
Technical:		Government Worker:	18.14%
Sales:	14.3%	Self Employed Worker:	1.42%
Administrative:		Unpaid Family Worker:	3.05%
Private House Hold:		Farming:	20.66%
Service:	15.3%	Skilled:	
Protective Services:		Blue-Collar:	28.34%

Commute Time	
Less Than 15 Min:	11.13%
15 min - 28 min:	39.29%
30 min - 57 min:	37.35%
Over 60 min:	12.23%

County: DENTON

Violent Crime (Ratio)

Assault

	County	State	Nation
Total:	1:154	1:69	1:87
Gun:	1:3,501	1:1,682	1:2,070
Knife:	1:4,554	1:1,732	1:2,402

Homicide

	County	State	Nation
Total:	1:87,086	1:22,678	1:20,935
Manslaughter:	1:null	1:1,238,625	1:522,140

Robbery

	County	State	Nation
Total:	1:2,111	1:857	1:878
Gun:	1:4,147	1:1,755	1:2,429
Knife:	1:30,291	1:10,617	1:12,854

Non Violent Crime (Ratio)

Burglary

	County	State	Nation
Total:	1:227	1:127	1:149
Forced Entry:	1:442	1:196	1:263
Non-Forcible:	1:517	1:402	1:463
Attempted:	1:5,529	1:3,605	1:2,450

Motor Vehicle Theft

	County	State	Nation
Total:	1:721	1:400	1:408
Auto:	1:1,276	1:722	1:618
Truck/Bus:	1:2,891	1:1,209	1:3,019

Sales Document

Denton County
Juli Luke
County Clerk

Instrument Number: 93314

ERecordings-RP
WARRANTY DEED

Recorded On: August 30, 2023 09:59 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$38.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 93314
Receipt Number: 20230830000111
Recorded Date/Time: August 30, 2023 09:59 AM
User: Michael T
Station: Station 34

Record and Return To:

eRecording Partners



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

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GF# 1001-386560 /RTT – llp

WARRANTY DEED WITH VENDOR'S LIEN

**CHAD BRADSTREET and
JENTRY BRADSTREET, a married couple**

(hereinafter called "Grantor," whether one or more, masculine, feminine or neuter) for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the further consideration of the execution and delivery by

**KYLE ABLES, a single man
and
PAUL BLANE ABLES and GAIL ABLES, husband and wife**

(hereinafter called "Grantee," whether one or more, masculine, feminine or neuter) of one certain note of even date herewith in the principal sum of **TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED and NO/100 DOLLARS (\$230,400.00)**, payable to the order of **UNITED WHOLESALE MORTGAGE, LLC** (hereinafter called "Payee," whether one or more, masculine, feminine or neuter) as therein provided, it having advanced said sum at the special instance and request of Grantee as part of the purchase price for the property conveyed hereby, and it shall be and the same hereby is subrogated to all of the rights, titles, liens and equities of said Grantor securing the payment of said note as fully as if it were Grantor herein, and in addition to the first and superior vendor's lien retained herein, said note is additionally secured by a first and superior deed of trust of even date herewith to **BLACK, MANN & GRAHAM, L.L.P.**, Trustee(s), upon the property conveyed hereby, and by these presents does Grant, Sell and Convey, unto the said Grantee, all that certain property described as follows:

Being Lot 16, in Block B, of DOVE MEADOWS ADDITION, PHASE II, an Addition to the city of Krum, Denton County, Texas, according to the Plat thereof recorded in Cabinet Q, Slide 183, of the Plat Records, Denton County, Texas,

Page 1

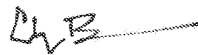
together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above-described property or any part thereof (hereinafter, the "Property").

This deed is executed and delivered subject to all easements, reservations, conditions, covenants and restrictive covenants as the same appear of record, to the extent such are valid and subsisting, in the office of the County Clerk of the county in which the Property is located, and property taxes for the current year and subsequent years, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his, her or its successors, heirs and assigns, as the case may be, forever; and Grantor does hereby bind Grantor and Grantor's successors, heirs, executors and administrators, as the case may be, to Warrant and Forever Defend all and singular the Property unto the said Grantee and Grantee's successors, heirs and assigns, as the case may be, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the aforesaid Vendor's Lien is retained and reserved in favor of Payee, and such Vendor's Lien is hereby assigned, without recourse, unto Payee, in consideration of the loan by said Payee, such Vendor's Lien to exist against the Property until the above-described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

EXECUTED THIS 29 DAY OF August, 2023.



CHAD BRADSTREET



JENTRY BRADSTREET
a/k/a DONNA JENTRY BRADSTREET

ACKNOWLEDGMENT

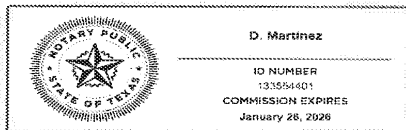
STATE OF Texas §
COUNTY OF Collin §

Before me, the undersigned authority, on this day virtually appeared **CHAD BRADSTREET and JENTRY BRADSTREET a/k/a DONNA JENTRY BRADSTREET**, [check one] known to me or proved to me through DL (description of identity card) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed. This notarial act was an online notarization.

Given under my hand and seal of office this 29 day of August, 2023.

Notary Seal

Digital Certificate



Grantee's address:
KYLE ABLES and
PAUL BLANE ABLES and GAIL ABLES
209 Mourning Dove Ln
Krum, Texas 76249

Loan Document

Denton County
Juli Luke
County Clerk

Instrument Number: 93315

ERecordings-RP
DEED OF TRUST

Recorded On: August 30, 2023 09:59 AM

Number of Pages: 22

" Examined and Charged as Follows: "

Total Recording: \$110.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 93315
Receipt Number: 20230830000111
Recorded Date/Time: August 30, 2023 09:59 AM
User: Michael T
Station: Station 34

Record and Return To:

eRecording Partners



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

After Recording Return To:
UNITED WHOLESALE MORTGAGE, LLC
585 SOUTH BOULEVARD E
PONTIAC, MI 48341
ATTN: POST CLOSING MANAGER
Loan Number: 1223465595

1001-386560-RTT

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 100032412234655956

MERS Phone: 888-679-6377

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

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is Kyle Ables, A Single Man, and Paul Blane Ables and Gail Ables, Husband and Wife

currently residing at 2528 Quail Ridge Drive, Denton, Texas 76209

Borrower is the grantor under this Security Instrument.

(B) "Lender" is United Wholesale Mortgage, LLC

Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of MICHIGAN. Lender's address is 585 South Boulevard E, Pontiac, Michigan 48341

Lender includes any holder of the Note who is entitled to receive payments under the Note. The term "Lender" includes any successors and assigns of Lender.



(C) "Trustee" is Black, Mann & Graham, L.L.P.

Trustee's address is 2905 Corporate Circle, Flower Mound, Texas 75028

The term "Trustee" includes any substitute/successor Trustee.

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

Documents

(E) "Note" means the promissory note dated August 29, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED AND 00/100 Dollars (U.S. \$ 230,400.00) plus interest.

Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than September 1, 2053

(F) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- Adjustable Rate Rider, Condominium Rider, 1-4 Family Rider, Planned Unit Development Rider, Second Home Rider, Other(s) [specify]:

(G) "Security Instrument" means this document, which is dated August 29, 2023, together with all Riders to this document.

Additional Definitions

(H) "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.

(I) "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.

(J) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender



provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(K) "Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(M) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(P) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) "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.

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

(S) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(U) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(V) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(W) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(X) "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.

(Y) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.



TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of DENTON :

[Type of Recording Jurisdiction]
See Attached
A.P.N.: 213275

[Name of Recording Jurisdiction]

which currently has the address of 209 MOURNING DOVE LN
[Street]
KRUM, Texas 76249 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, any strips or gores of real property between such real property and abutting or adjacent properties, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Texas state requirements to constitute a uniform security instrument covering real property.



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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow



Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien.



Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required



to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(e) **Insurance Settlements; Assignment of Proceeds.** 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.



9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed, or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender



will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) **Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) **Limitation on Collection of Rents.** Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) **No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) **Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) **Additional Provisions.** Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) **Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender.



providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

(b) **Mortgage Insurance Agreements.** Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) **Assignment of Miscellaneous Proceeds.** Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) **Application of Miscellaneous Proceeds upon Damage to Property.** If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(c) **Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will 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 (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of



the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights,



obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) **Tax and Flood Determination Fees.** Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) **Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) **Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

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

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) **Notices to Borrower.** Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) **Electronic Notice to Borrower.** Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.



(c) **Borrower's Notice Address.** The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) **Notices to Lender.** Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) **Borrower's Physical Address.** In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.



20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. 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.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) **Definitions.** As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and



radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower 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 the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

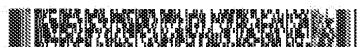
25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.



(c) **Notice of Sale; Sale of Property.** If Lender invokes the power of sale, Lender its designee, or Trustee will give notice of the date, time, place, and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee will mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale will be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after that stated time. 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.

(d) **Trustee's Deed; Proceeds of Sale.** Trustee will deliver to the purchaser 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 will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 26, Borrower or any person holding possession of the Property through Borrower will immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person will be a Tenant at sufferance and may be removed by writ of possession or other court proceeding.

(e) **Waiver of Deficiency Statute.** To the maximum extent permitted by Applicable Law, Borrower waives all rights, remedies, claims, and defenses based upon or related to Sections 51.003, 51.004, and 51.005 of the Texas Property Code.

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

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, itself or through the Loan Servicer, 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 will become vested with the rights, title, remedies, powers, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.

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

29. **Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender will be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder of said liens or debts upon payment, or the lien established by this Security Instrument is held to be invalid. Borrower agrees that any statute of limitations related to a cause of action or right to foreclose based on such subrogated rights, superior title, liens, and equities are tolled to the extent necessary until, at the earliest, a final adjudication by a court of last resort that the lien established by this Security Instrument is invalid. Borrower further agrees that Lender will have the same rights and powers provided in Section 26 in connection with any such subrogated rights, superior title, liens, and equities as Lender has in connection with the lien established by this Security Instrument.



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

31. Waiver of Consequential, Punitive, and Speculative Damages. Lender and Borrower agree that, in connection with any action, suit, or proceeding relating to or arising out of this Security Instrument or any of the other Loan documents, each mutually waives to the fullest extent permitted by Applicable Law any claim for consequential, punitive, or speculative damages.

32. Purchase Money; Ovelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property.

Check box as applicable:

Purchase Money.

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

Ovelty of Partition.

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

Renewal and Extension of Liens Against Homestead Property.

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

Acknowledgment of Cash Advanced Against Non-Homestead Property.

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

33. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an ovelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 33.


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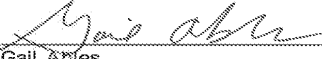


Document Images

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


_____(Seal)
Kyle Ables -Borrower


_____(Seal)
Paul Blanc Ables -Borrower


_____(Seal)
Gail Ables -Borrower



[Space Below This Line For Acknowledgment]

The State of TEXAS ,

County of DENTON ,

Before me, Jennifer Riley, V.P. Escrow Officer
(here insert the name and character of the notarizing officer)

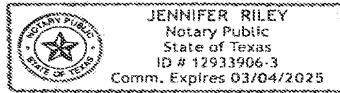
on this day personally appeared Kyle Ables AND Paul Blane Ables AND Gail Ables

known to me (or proved to me on the oath of _____)

or through TXOs
(description of identity card or other document)

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 29th day of August, 2023



[Signature]
(Notary Public Signature)

(SEAL)

Loan Originator: Kimberly Jean O'Rourke, NMLSR ID 2135343
Loan Originator Organization: Cultivate Home Mortgage, NMLSR ID 2408906
Loan Originator Organization: UNITED WHOLESALE MORTGAGE, LLC, NMLSR ID 3038

TEXAS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)
Form 3044 07/2021

DocMagic eSignatures



EXHIBIT "A"

File Number: 1001-386560-RTT

Being Lot 16, in Block B, of DOVE MEADOWS ADDITION, PHASE II, an Addition to the city of Krum, Denton County, Texas, according to the Plat thereof recorded in Cabinet Q, Slide 183, of the Plat Records, Denton County, Texas.