

real estate reports

Subject Property

623 Parkview Ave
Dallas
TX 75223
APN: 00-00016-449-700-0000

Prepared For:
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Subject Property : **623 Parkview Ave Dallas TX 75223**

Owner Information

Owner Name : **Mount Auburn Homes Llc**
Mailing Address : **416 Mount Auburn Ave, Dallas TX 75223-1522 C037**
Vesting Codes : **// Corporation**
Owner Occupied **A**
Indicator :

Location Information

Legal Description : **Mount Auburn Blk 18/1613 Lot 19**
County : **Dallas, Tx** Subdivision : **Mount Auburn**
Census Tract / Block : **12.04 / 1** Map Reference : **46-D / 00-0001-6449**
Legal Lot : **19** School District : **Dallas Isd**
Legal Block : **18161** Munic/Township : **Dallas**
Market Area : **12** Neighbor Code : **1DSD17**
APN : **00-00016-449-700-0000**

Last Market Sale Information

Recording/Sale Date : **02/05/2024 / 02/05/2024** 1st Mtg Amount/Type : **\$1,500,000 / Cnv**
Document # : **23253** 1st Mtg Document # : **23254**
Deed Type : **Deed (reg)** 1st Mtg Term : **20**
Title Company : **National Title Grp**
Lender : **Cadence Bk**
Seller Name : **Nexturn Llc**

Prior Sale Information

Prior Rec/Sale Date : **07/11/2023 / 07/10/2023** Prior Deed Type : **Warranty Deed**
Prior Doc Number : **136259**

Property Characteristics

Gross Area : **3,848** # of Stories : **2** Heat Type : **Central**
Living Area : **3,448** Roof Type : **Gable** Cooling Type : **Central**
Bedrooms : **4** Foundation : **Slab** Exterior wall : **Concrete**
Bath(F/H) : **4 / 1** Roof Material : **Composition Shingle** Air Cond : **Central**
Year Built / Eff : **2024 / 2024** Construction : **Brick**



Property Detail

Property Information

Land Use : Sfr	Lot Acres : 0.17	Water Type : Public
County Use : Sfr	Lot Size : 7,248	Sewer Type : Type Unknown
Zoning : Z239	Lot Width/Depth : 50 X 145	

Tax Information

Total Value : \$510,000	Tax Year : 2025	DALLAS (CITY) Tax / Rate : \$3,563.88/.6988
Land Value : \$145,000	Property Tax : \$11,356.22	DALLAS ISD Tax / Rate : \$5,068.56/.99384
Improvement Value : \$365,000	Tax Rate Area : DC	PARKLAND HOSPITAL Tax / Rate : \$1,081.20/.212
Assessed Year : 2025	Market Value : \$510,000	DALLAS CNTY COMMUNITY COLLEGE Tax / Rate : \$543.53/.10658
Improve % : 72%	DALLAS COUNTY Tax / Rate : \$1,099.05/.2155	

Comparables

Sales Analysis

Criteria	Subject Property	Low	High	Average
Sale Price		\$491,250	\$1,006,250	\$802,188
Bldg/Living Area	3448	2942	3798	3289
Price Per Square Foot		\$160	\$342	\$255.64
Year Built	2024	1908	2024	1948
Lot Size	7,248	6,499	20,238	10,859
Bedrooms	4	3	5	4
Bathrooms	5	2	5	3
Stories	2	2	3	2
Total Assessed Value	\$510,000	\$392,060	\$1,704,260	\$901,407
Distance From Subject	0	0.46	0.98	0.76

Summary of Comparables

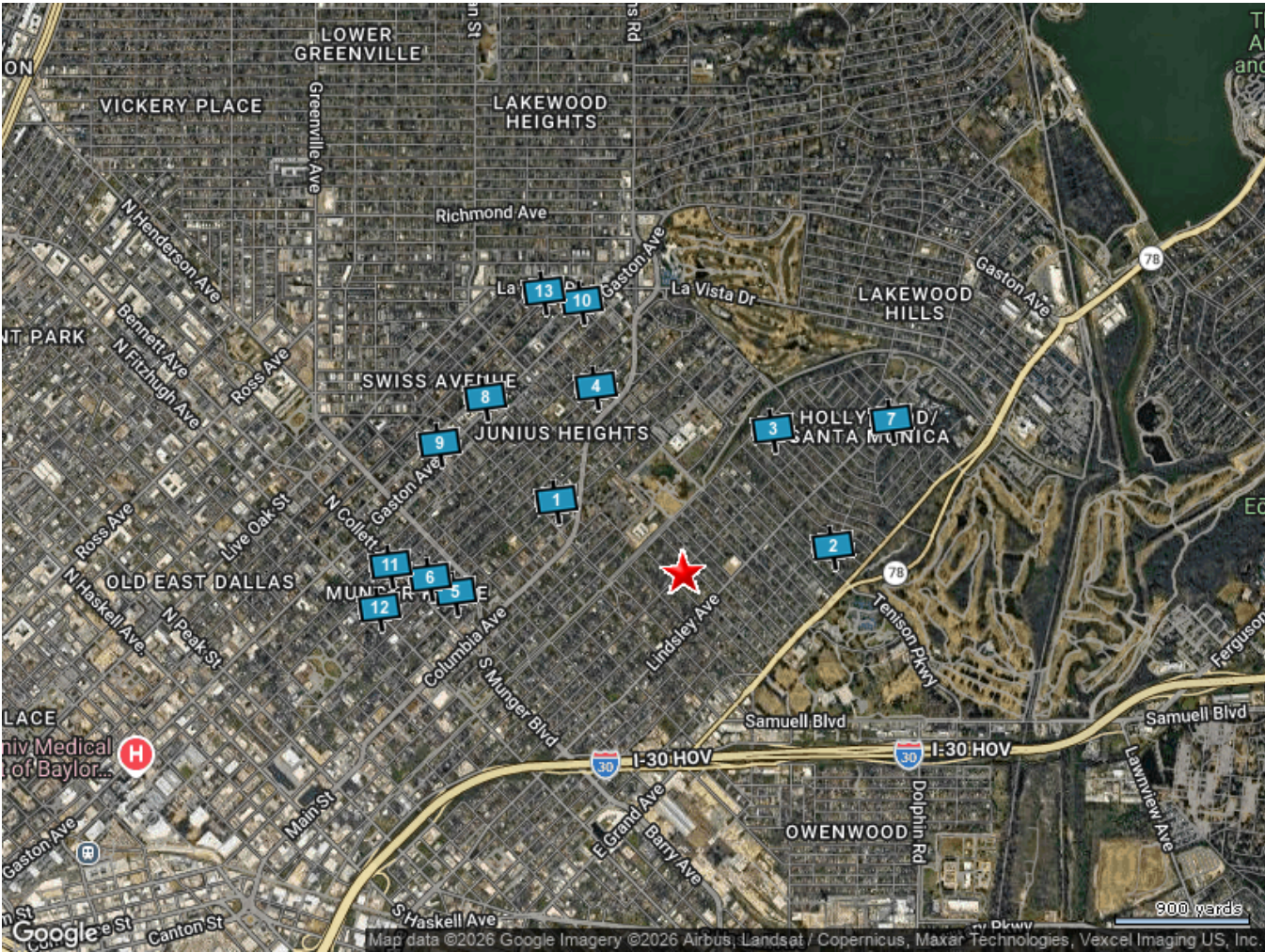
#	Address	Sale Price	Total Assessed Value	Sale Date	Bed	Bath	Living Area	Lot Size	Year Built	Dist (Miles)	Zoning
S	623 Parkview Ave		510,000	02/05/2024	4	5	3,448	7,248	2024		Z239
1	5532 Reiger Ave	579,000	392,060	08/26/2025	4	2	2,945	7,784	1927	0.46	Z164
2	1107 Cameron Ave	950,000	752,150	09/15/2025	4	3	3,013	6,499	2019	0.48	
3	511 Cordova St		988,000	04/14/2025	4	4	3,676	7,018	2024	0.52	Z62
4	1507 Abrams Rd	715,000	695,240	01/21/2026	3	4	3,206	7,322	1983	0.64	Z239
5	5000 Reiger Ave	975,000	1,039,660	06/05/2025	4	4	3,312	12,741	2000	0.73	Z239
6	4950 Victor St	900,000	998,530	04/28/2025	4	3	3,530	10,542	1913	0.8	Z239
7	6922 San Mateo Blvd	801,000	840,000	11/18/2025	5	3	3,099	7,148	1935	0.81	Z62
8	5616 Gaston Ave	1,006,250	708,840	05/02/2025	4	3	2,942	12,776	1925	0.83	Z239
9	5422 Gaston Ave		802,560	05/01/2025	3	3	3,028	13,647	1925	0.87	Z239
10	6102 Gaston Ave		811,290	03/25/2025	4	3	3,798	14,000	1925	0.9	Z239
11	4919 Tremont St		1,250,940	05/23/2025	4	5	3,584	9,753	1920	0.92	Z239
12	4821 Victor St	491,250	734,760	12/23/2025	3	2	3,064	11,700	1908	0.97	Z239
13	6006 Swiss Ave		1,704,260	02/10/2026	4	3	3,564	20,238	1924	0.98	Z239

Distressed Sales =



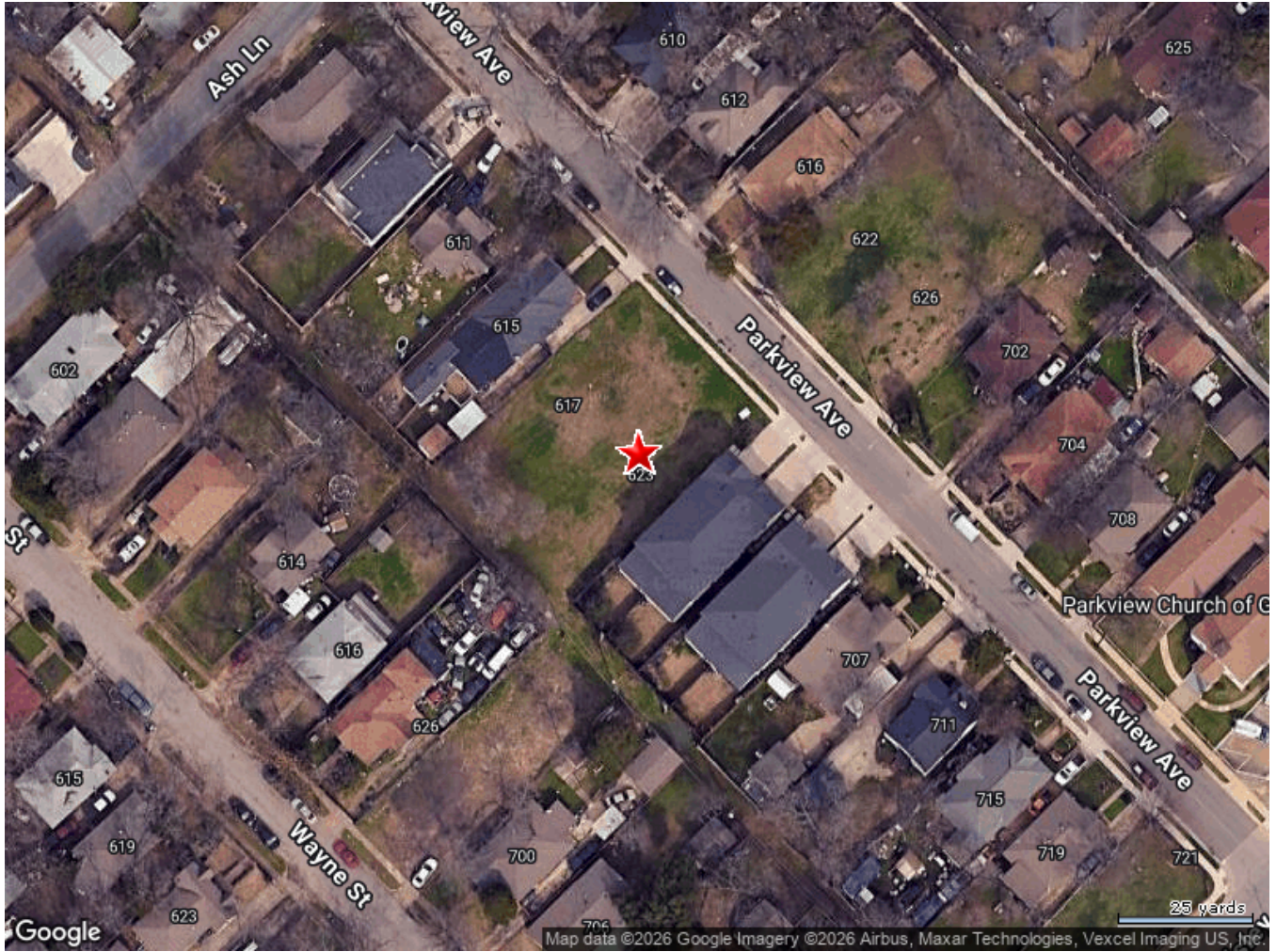
Comparables

Map





Subject Property : **623 Parkview Ave Dallas TX 75223**



Transaction History

Sales History

Rec. Date :	02/05/2024	07/11/2023	08/05/2022	08/05/2022
Sale Date :	02/05/2024	07/10/2023	08/05/2022	08/05/2022
Sale Price :				
Rec.Doc.No :	23253	136259	214812	214802
Doc. Type :	DEED (REG)	WARRANTY DEED	WARRANTY DEED	WARRANTY DEED
Sale Price Type :				
Buyer :	Mount Auburn Homes Llc	Nexturn Llc	Lydia Park Llc	Lydia Park Llc
Seller :	Nexturn Llc	Lydia Park Llc	Gaia Interests Llc	Gaia Interests Llc
Title Company :	National Title Grp	25607	Independence Title	Independence Title
Other Doc No :				

Rec. Date :	12/19/2019	11/25/2015	09/29/2015	05/15/2001
Sale Date :	12/13/2019	11/24/2015	09/25/2015	04/04/2001
Sale Price :	\$340,000	\$209,250		
Rec.Doc.No :	341525	314676	261319	95-2412
Doc. Type :	WARRANTY DEED	WARRANTY DEED	WARRANTY DEED	WARRANTY DEED
Sale Price Type :	ESTIMATED	ESTIMATED		
Buyer :	Gaia Interests Llc	Mount Auburn Llc	Gracie Jo Llc	Abad Beatriz
Seller :	Mount Auburn Llc	Gracie Jo Llc	Abad Beatriz & Jose G	Sanchezquiroz Miguel A & Maria A
Title Company :	Lawyers Title	Allegiance Title Co	Lawyers Title	
Other Doc No :				

Transaction History

Mortgage History

1st Mortgage Details

Mtg. Date :	02/05/2024	12/19/2019	11/30/2018	12/21/2016
Mtg. Amt :	\$1,500,000	\$272,000		
Mtg. Doc. No :	23254	341526	314172	356148
Doc. Type :	DEED OF TRUST	DEED OF TRUST	MORTGAGE MODIFICATION AGREEMNT	MORTGAGE MODIFICATION AGREEMNT
Loan Type :	CONVENTIONAL	CONVENTIONAL		
Mtg. Rate Type :				
Mtg. Term :	20 Years		1 Years	1 Years
Mtg. Rate :				
Lender :	Cadence Bk	Independent Bk	Inwood Nat'l Bk	Inwood Nat'l Bk
Borrower 1 :	Mount Auburn Homes Llc	Gaia Interests Llc	Mount Auburn Llc	Mount Auburn Llc
Borrower 2 :				
Borrower 3 :				
Borrower 4 :				

Mtg. Date :	11/25/2015	08/25/2003
Mtg. Amt :	\$167,400	\$25,919
Mtg. Doc. No :	314677	166-4008
Doc. Type :	DEED OF TRUST	DEED OF TRUST
Loan Type :	CONVENTIONAL	CONVENTIONAL
Mtg. Rate Type :		FIXED RATE LOAN
Mtg. Term :		
Mtg. Rate :		
Lender :	Inwood Nat'l Bk	Wells Fargo Fin'l Accept
Borrower 1 :	Mount Auburn Llc	Abad Beatriz
Borrower 2 :		Abad Jose G
Borrower 3 :		
Borrower 4 :		



Public Schools :

Elementary Schools

Mount Auburn Steam Academy Distance 0.41 Miles

6012 E Grand Ave Dallas TX 75223

Telephone : (972) 749-8500

School District : Dallas Independent School District (isd)

Lowest Grade : Pre-K

Highest Grade : 5th

Kindergarten : Yes

School Enrollment :

Enrollment : 533

Total Expenditure/Student :

East Grand Preparatory Academy Distance 0.45 Miles

6211 E Grand Ave Dallas TX 75223

Telephone : (214) 824-4747

School District : Cityscape Schools

Lowest Grade : Pre-K

Highest Grade : 8th

Kindergarten : Yes

School Enrollment :

Enrollment : 836

Total Expenditure/Student :

William Lipscomb Elementary Distance 0.7 Miles

5801 Worth St Dallas TX 75214

Telephone : (972) 794-7300

School District : Dallas Independent School District (isd)

Lowest Grade : Pre-K

Highest Grade : 5th

Kindergarten : Yes

School Enrollment :

Enrollment : 410

Total Expenditure/Student :



Oran M Roberts Elementary

Distance **0.71 Miles**

4919 Grand Ave Dallas TX 75223

Telephone : **(972) 749-8700**

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

Lowest Grade : **Pre-K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **349**

Total Expenditure/Student :

Middle Schools

J L Long Middle

Distance **0.58 Miles**

6116 Reiger Ave Dallas TX 75214

Telephone : **(972) 502-4700**

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

Lowest Grade : **6th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **1094**

Total Expenditure/Student :

Ilearn Virtual Academy At Dallas Independent School District (isd)

Distance **1.43 Miles**

408 N Haskell Dallas TX 75246

Telephone : **(972) 925-3700**

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

Lowest Grade : **3rd**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **52**

Total Expenditure/Student :



Uplift Atlas Preparatory - Middle

Distance **1.49 Miles**

4600 Bryan St Dallas TX 75204

Telephone : **(214) 821-7325**

School District : **Uplift Education**

Lowest Grade : **6th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **442**

Total Expenditure/Student :

High Schools

Woodrow Wilson High School

Distance **0.48 Miles**

100 S Glasgow Dr Dallas TX 75214

Telephone : **(972) 502-4400**

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

Lowest Grade : **9th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **1791**

Total Expenditure/Student :

Advanced Placement : **No**

Uplift Atlas Preparatory - High School

Distance **1.49 Miles**

4600 Bryan St Bldg 2 Dallas TX 75204

Telephone : **(214) 821-7325**

School District : **Uplift Education**

Lowest Grade : **9th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **499**

Total Expenditure/Student :

Advanced Placement : **No**

Innovation Design Entrepreneurship Academy

Distance **1.58 Miles**

4800 Ross Ave Dallas TX 75204

Telephone : **(972) 794-6800**

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

Lowest Grade : **9th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **181**

Total Expenditure/Student :

Advanced Placement : **No**



Irma Rangel Young Women's Leadership School

Distance **1.8 Miles**

1718 Robert B Cullum Blvd Dallas TX 75210

Telephone : **(972) 749-5200**

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

Lowest Grade : **6th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **610**

Total Expenditure/Student :

Advanced Placement : **No**

Local Business

Attractions / Recreation

Name	Address	Telephone	Distance (Miles)
Maya Meson Inc	5519 E Grand Ave Dallas Tx	(214) 370-3665	0.37
Atma Bhakti Yoga Center	6315 Lindsley Ave Dallas Tx	(214) 642-2488	0.38
Bad Axe Throwing	5438 E Grand Ave Dallas Tx	(844) 818-0999	0.44
Dallas Indie Verzuz Llc	5511 Columbia Ave Apt 209 Dallas Tx	(214) 270-8712	0.45

Banks / Financial

Name	Address	Telephone	Distance (Miles)
Wfc 0496	5521 E Grand Ave Dallas Tx	(817) 358-4588	0.37
World Acceptance Corporation Of Alabama	5515 E Grand Ave Dallas Tx	(214) 823-9252	0.37
Action Finance	5419 E Grand Ave Dallas Tx	(214) 823-8540	0.42
B & F Finance Corp.	5432 E Grand Ave Ste A Dallas Tx	(214) 824-2294	0.44

Eating / Drinking

Name	Address	Telephone	Distance (Miles)
Taqueria La Huasteca	723 S Beacon St Dallas Tx	(214) 821-3018	0.15
Panchito Taqueria	803 S Beacon St Dallas Tx	(214) 821-7563	0.16
Del Norte Bakery	5507 Lindsley Ave Dallas Tx	(214) 821-0061	0.17
Michael J Kloss	5429 Gurley Ave Dallas Tx	(972) 921-8746	0.3

Health Care Services

Name	Address	Telephone	Distance (Miles)
Jayshri Health Services, Pllc	821 Wayne St Dallas Tx	(214) 824-6700	0.15
Juliette Fowler Communities, Inc.	1234 Abrams Rd Dallas Tx	(214) 827-0813	0.37
Susan Roshan Dds Pllc	5437 E Grand Ave Dallas Tx	(214) 514-0402	0.4
East Dallas Family Dentistry	5429 E Grand Ave Dallas Tx	(214) 377-7312	0.41

Hospitality

Name	Address	Telephone	Distance (Miles)
Regency Motel	3076 Samuell Blvd Dallas Tx	(214) 823-5014	0.62
Jai Dia Family, Llc	3076 Samuell Blvd Dallas Tx	(214) 370-9443	0.62
Americas Best Value Inn	3243 Merrifield Ave Dallas Tx	(214) 826-3510	0.81
Palace Suites	3422 Samuell Blvd Dallas Tx	(214) 826-5700	0.92

Organizations / Associations

Name	Address	Telephone	Distance (Miles)
Luz Y Iglesia Vida	703 S Beacon St Dallas Tx	(214) 370-9009	0.14
Dallas Spanish El Paraiso	5410 Ash Ln Dallas Tx	(218) 847-5225	0.28
The Texas Krishnas Inc	5430 Gurley Ave Dallas Tx	(214) 827-6330	0.31
Jesus El Precioso Cordero Inc	5344 Ash Ln Dallas Tx	(469) 441-1752	0.32

Personal Services

Name	Address	Telephone	Distance (Miles)
Allorafit, Inc.	5502 Victor St Dallas Tx	(917) 855-8580	0.57
City Surf Fitness	1600 Abrams Rd Apt 8 Dallas Tx	(940) 367-1448	0.64
Cherry Sloan Spa	112 N Collett Ave Dallas Tx	(214) 874-1753	0.7
United Boxing Gym Inc.	4816 E Grand Ave Dallas Tx	(214) 828-9371	0.87

Shopping

Name	Address	Telephone	Distance (Miles)
Amigo Food Store	722 S Beacon St Dallas Tx	(214) 828-0008	0.12
Fruteria Cano	800 S Beacon St Dallas Tx	(214) 370-4945	0.13
Columbia Foodmart	5530 Columbia Ave Dallas Tx	(214) 823-1809	0.38
Dulceria De Las Americas	5435 E Grand Ave Dallas Tx	(214) 370-3232	0.4



Neighbors

614 WAYNE STDistance **0.03 Miles**

Owner Name : Rodriguez Priscilla Yvonne	Subdivision : Mount Auburn
Total Value : \$224,730	Property Tax : \$5,004.09
Bed / Bath : 2 / 1	Lot Acres : 0.17
Land Use : Sfr	Living Area : 670
Stories : 1	APN : 00-00016-446-400-0000
Yr Blt / Eff Yr Blt : 1924 / 1924	

626 PARKVIEW AVEDistance **0.04 Miles**

Owner Name : Loera Leticia	Subdivision : Mount Auburn
Sale Date : 09/14/2020	Recording Date : 09/14/2020
Total Value : \$145,000	Property Tax : \$3,228.73
Bed / Bath : 2 / 1	Lot Acres : 0.17
Land Use : Sfr	Living Area : 1,252
Stories : 1	APN : 00-00016-453-000-0000
Yr Blt / Eff Yr Blt : 1922 / 1922	

702 PARKVIEW AVEDistance **0.04 Miles**

Owner Name : Martinez Ernesto	Recording Date : 04/10/1995
Total Value : \$268,220	Sale Price : \$61,180
Bed / Bath : 2 / 1	Property Tax : \$5,972.48
Land Use : Sfr	Lot Acres : 0.17
Stories : 1	Living Area : 1,082
Yr Blt / Eff Yr Blt : 1922 / 1922	APN : 00-00016-452-700-0000
Subdivision : Mount Auburn	

719 PARKVIEW AVEDistance **0.06 Miles**

Owner Name : Reyes Joel	Subdivision : Mount Auburn
Total Value : \$211,000	Property Tax : \$4,698.36
Bed / Bath : 2 / 1	Lot Acres : 0.15
Land Use : Sfr	Living Area : 952
Stories : 1	APN : 00-00016-447-600-0000
Yr Blt / Eff Yr Blt : 1922 / 1922	



Neighbors

714 WAYNE ST

Distance **0.06 Miles**

Owner Name : **Salazar Jose Guadalupe**

Subdivision : **Mount Auburn**

Sale Date : **10/31/2000**

Recording Date : **11/06/2000**

Total Value : **\$241,180**

Sale Price : **\$107,730**

Bed / Bath : **3 / 2**

Property Tax : **\$5,370.38**

Land Use : **Sfr**

Lot Acres : **0.17**

Stories : **1**

Living Area : **1,280**

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

APN : **00-00016-444-300-0000**

619 GRANDVIEW AVE

Distance **0.07 Miles**

Owner Name : **Valdez Eduardo**

Subdivision : **Mount Auburn Add**

Sale Date : **12/12/2012**

Recording Date : **12/12/2012**

Total Value : **\$364,550**

Property Tax : **\$8,117.47**

Bed / Bath : **4 / 2**

Lot Acres : **0.25**

Land Use : **Sfr**

Living Area : **1,726**

Stories : **1**

APN : **00-00016-456-900-0000**

Yr Blt / Eff Yr Blt : **1923 / 1923**

619 WAYNE ST

Distance **0.07 Miles**

Owner Name : **Muratalla Vanesa T**

Recording Date : **05/21/1991**

Total Value : **\$234,460**

Sale Price : **\$36,400**

Bed / Bath : **2 / 1**

Property Tax : **\$5,220.74**

Land Use : **Sfr**

Lot Acres : **0.17**

Stories : **1**

Living Area : **936**

Yr Blt / Eff Yr Blt : **1923 / 1923**

APN : **00-00016-442-200-0000**

Subdivision : **Mount Auburn**

615 GRANDVIEW AVE

Distance **0.07 Miles**

Owner Name : **Gilmore Ralph Curtis**

Subdivision : **Mount Auburn**

Total Value : **\$257,830**

Recording Date : **07/18/1995**

Bed / Bath : **2 / 1**

Property Tax : **\$5,741.13**

Land Use : **Sfr**

Lot Acres : **0.25**

Stories : **1**

Living Area : **1,312**

Yr Blt / Eff Yr Blt : **1923 / 1923**

APN : **00-00016-457-500-0000**



Neighbors

701 WAYNE ST

Distance **0.07 Miles**

Owner Name : **Saleh Johan Gunawan**

Yr Blt / Eff Yr Blt : **1923 / 1923**

Sale Date : **05/29/2012**

Recording Date : **06/01/2012**

Total Value : **\$360,000**

Property Tax : **\$8,016.16**

Bed / Bath : **5 / 2**

Lot Acres : **0.17**

Land Use : **Duplex**

Living Area : **2,604**

Stories : **1.5**

APN : **00-00016-441-300-0000**

514 WAYNE ST

Distance **0.08 Miles**

Owner Name : **Ortiz William C R**

Subdivision : **Mount Auburn Add**

Sale Date : **01/06/2024**

Recording Date : **01/06/2025**

Total Value : **\$579,060**

Sale Price : **\$660,000**

Bed / Bath : **3 / 3**

Property Tax : **\$12,893.99**

Land Use : **Sfr**

Lot Acres : **0.09**

Stories : **2**

Living Area : **2,200**

Yr Blt / Eff Yr Blt : **2024 / 2024**

APN : **00-16130-026-002-0100**

Demographics

Census Tract / block: 12.04 / 1 Year: 2020

Household

Population		Population by Age	
Count:	1,770	0 - 11	
Estimate Current Year:	1,080	12 - 17	
Estimate in 5 Years:	149	18 - 24	15.08%
Growth Last 5 Years:	-80.11%	25 - 64	53.95%
Growth Last 10 Years:	-362.69%	65 - 74	6.05%
		75+	
Household Size		Household Income	
Current Year:	662	0 - \$25,000	2.57%
Average Current Year:	2.67	\$25,000 - \$35,000	27.34%
Estimate in 5 Years:	638	\$35,000 - \$50,000	12.54%
Growth Last 5 Years:	-11.18%	\$50,000 - \$75,000	24.32%
Growth Last 10 Years:	-73.05%	\$75,000 - \$100,000	13.6%
Male Population:	60.9%	Above \$100,000	19.64%
Female Population:	39.1%	Average Household Income:	\$62,782
Married People:	39.2%		
Unmarried People:	60.8%		

Housing

Median Mortgage Payments		Home Values	
Under \$300:	1.14%	Below \$100,000:	12.57%
\$300 - \$799:	60.57%	\$100,000 - \$150,000:	6.86%
\$800 - \$1,999:	26%	\$150,000 - \$200,000:	8%
Over \$2,000:	12.29%	\$200,000 - \$300,000:	30.86%
Median Home Value:	\$275,000	\$300,000 - \$500,000:	33.43%
Unit Occupied Owner:	52.87%	Above \$500,000:	8.29%
Median Mortgage:	\$1,511		



Demographics

Rent Payments		Year Built	
Unit Occupied Renter:	47.13%	1999 - 2000	
Median Gross Rent:	\$1,885	1995 - 1998	
Less Than \$499	0%	1990 - 1994	
\$500 - \$749	4.49%	1980 - 1989	20.7%
\$750 - \$999	3.21%	1970 - 1979	7.4%
\$1000 and Over	92.31%	1900 - 1969	58.59%

Education

Enrollment			
Public Pre-Primary School:	1.61%	Not Enrolled in School:	74.43%
Private Pre-Primary School:	0%	Not A High School Graduate:	37.88%
Public School:	25%	Graduate Of High School:	28.99%
Private School:	0.57%	Attended Some College:	17.86%
Public College:	5.68%	College Graduate:	7.63%
Private College:	0%	Graduate Degree:	7.63%

Workforce

Occupation:			
Manager/Prof:	24.65%	Private Worker:	74.85%
Technical:		Government Worker:	6.06%
Sales:	22.07%	Self Employed Worker:	6.76%
Administrative:		Unpaid Family Worker:	10.64%
Private House Hold:		Farming:	19.58%
Service:	24.65%	Skilled:	
Protective Services:		Blue-Collar:	28.63%
Commute Time			
Less Than 15 Min:	27.18%		
15 min - 28 min:	29.56%		
30 min - 57 min:	39.83%		
Over 60 min:	3.42%		

County: DALLAS

Violent Crime (Ratio)

Assault

	County	State	Nation
Total:	1:72	1:69	1:87
Gun:	1:1,262	1:1,682	1:2,070
Knife:	1:1,674	1:1,732	1:2,402

Homicide

	County	State	Nation
Total:	1:15,520	1:22,678	1:20,935
Manslaughter:	1:null	1:1,238,625	1:522,140

Robbery

	County	State	Nation
Total:	1:503	1:857	1:878
Gun:	1:908	1:1,755	1:2,429
Knife:	1:7,639	1:10,617	1:12,854

Non Violent Crime (Ratio)

Burglary

	County	State	Nation
Total:	1:98	1:127	1:149
Forced Entry:	1:123	1:196	1:263
Non-Forcible:	1:529	1:402	1:463
Attempted:	1:4,533	1:3,605	1:2,450

Motor Vehicle Theft

	County	State	Nation
Total:	1:241	1:400	1:408
Auto:	1:561	1:722	1:618
Truck/Bus:	1:667	1:1,209	1:3,019

Sales Document

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CASH DEED

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

Date: February 5, 2024

Grantor (whether one or more): Nexturn, LLC, a Texas limited liability company
Grantor's Mailing Address: 613 Axis Drive, Murphey TX 75094

Grantee: Mount Auburn Homes, LLC., a Texas limited liability company
Grantee's Mailing Address: 416 Mount Auburn Avenue
Dallas, TX 75223

Property:

Lot 9, Block 29/1615, MOUNT AUBURN ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 276, Map Records, Dallas County, Texas.

Lot 19, in Block 18/1613, of Mount Auburn Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 276, of the Map Records of Dallas County, Texas.

Lot 20, Block 18/1613, MOUNT AUBURN ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 276, Map Records, Dallas County, Texas.

Consideration:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor paid by Grantee, the receipt and sufficiency of which consideration is hereby acknowledged.

Reservations from and Exceptions to Conveyance and Warranty:

(i) all matters on the ground that a true and correct survey and inspection of the Property would reveal, (ii) all easements, rights-of-way and prescriptive rights, whether of record or not, all instruments other than conveyances of record in the county where the Property is located to the full extent same are valid and subsisting and affect the Property, and zoning and other governmental laws and ordinances, (iii) the liens securing payment of all taxes and assessments and the liens, if any, securing payment of which Grantee assumes, and (iv) all matters stated herein.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successor or assigns, forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successor, and assigns, against any person lawfully claiming or to claim the same or any

part thereof by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and Warranty.

EXCEPT FOR THE WARRANTY OF TITLE EXPRESSED ABOVE, BY ACCEPTANCE OF THIS DEED, GRANTEE AGREES TO ACCEPT THE LIMITED WARRANTY OF GRANTOR SPECIFICALLY PROVIDED FOR IN THE REAL ESTATE SALES AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AS THE SOLE AND EXCLUSIVE WARRANTY OF GRANTOR AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, EXCEPT AS EXPRESSLY PROVIDED FOR IN THE REAL ESTATE SALES AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AND THE WARRANTY OF TITLE EXPRESSED ABOVE, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SPECIFICALLY NEGATES AND DISCLAIMS, AND GRANTEE HEREBY RELEASES AND WAIVES, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, ORAL, OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, REPAIR OR MODIFICATION, OR ADEQUACY OR SUITABILITY OF THE PLANS AND SPECIFICATIONS USED IN CONSTRUCTION OF THE PROPERTY.

GRANTOR:

Nexturn, LLC, a Texas limited liability company

BY: [Signature]
Name: Mohammad Kanyan
Title: Manager

State of Texas

County of Dallas

This instrument was acknowledged before me on 2 day of February, 2024, by Mohammad Kanyan, the Manager of Nexturn LLC., a Texas limited liability company, on behalf of the Limited Liability Company.

[Signature]

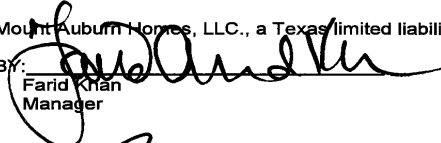
Notary Public of Texas



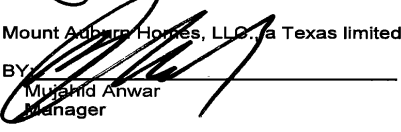
GRANTEE(S)

Agreed and Accepted:

Mount Auburn Homes, LLC., a Texas limited liability company

By: 
Farid Khan
Manager

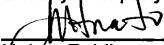
Mount Auburn Homes, LLC., a Texas limited liability company

By: 
Mujahid Anwar
Manager

State of Texas

County of Dallas

This instrument was acknowledged before me on 5th day of February, 2024, by Farid Khan, the Manager of Mount Auburn Homes, LLC., a Texas limited liability company, on behalf of the Limited Liability Company.

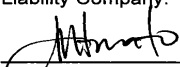

Notary Public
Affix stamp/seal:



State of Texas

County of Dallas

This instrument was acknowledged before me on 5th day of February, 2024, by Mujahid Anwar the Manager of Mount Auburn Homes, LLC., a Texas limited liability company, on behalf of the Limited Liability Company.


Notary Public
Affix stamp/seal:



AFTER RECORDING RETURN TO:
National Title Group, LLC
4131 North Central Expy, Suite 450
Dallas, TX 75204

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**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202400023253

eRecording - Real Property

Recorded On: February 05, 2024 02:24 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$33.00

******* 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: 202400023253
Receipt Number: 20240205000648
Recorded Date/Time: February 05, 2024 02:24 PM
User: Lynn G
Station: Cc147

Record and Return To:

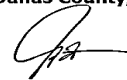
CSC Global



**STATE OF TEXAS
COUNTY OF DALLAS**

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 Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX



Loan Document

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Return to: Cadence Bank, 111 NW 24th Street, Fort Worth, Texas 76164.

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.

**Deed of Trust, Security Agreement
And Assignment of Rents**

The undersigned, **Mount Auburn Homes LLC, a Texas limited liability company**, 533 Highland Fairway Lane, Wylie, Texas 75098, hereinafter called "**Mortgagor**," whether one or more, for a valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the Indebtedness and trust hereinafter mentioned, has granted, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, bargain, sell, convey, transfer and assign to **Shanna Kuzdzal, Trustee**, 1333 West Loop South, 18th Floor, Houston, Texas 77027, hereinafter called "**Trustee**," and his successors and substitutes in trust, for the benefit of **Cadence Bank**, 111 NW 24th Street, Fort Worth, Texas 76164, hereinafter called "**Mortgagee**," the following described property, to-wit:

- A. **Real Property:** The Real Property as more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes; and

The term "**Real Property**" as used herein means all of the real estate and premises described or referred to on **Exhibit "A"**, together with all of Mortgagor's estate, right, title and interest in and to: (a) all easements and rights-of-way for utilities and ingress or egress to or from said property; and (b) all streets, rights-of-way, alleys or strips of land adjoining said property.

The Real Property interest described above is sometimes called "**Mortgaged Property**."

TO HAVE AND TO HOLD all and singular the property herein described and all other property which, by the terms hereof, has or may become subject to the lien of this Deed of Trust, Security Agreement and Assignment of Rents ("**Deed of Trust**"), together with all rights, hereditaments and appurtenances in anywise belonging unto the Trustee, his successors or substitutes in trust and his or their assigns, forever.

**Article I
Warranty**

Mortgagor hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the above-described Mortgaged Property unto the said Trustee and his successors or substitutes in this trust, and to his and their assigns forever, against the claims and demands of every person whomsoever lawfully claiming or to claim it or any part of it. Mortgagor, for itself, its successors and assigns, covenants, represents and warrants that it is now solvent; that it is the lawful owner of the Mortgaged Property and that it has good right and authority to pledge, mortgage, assign, sell and convey the same to secure the payment thereof, as well as the performance of all covenants and undertakings of Mortgagor set forth herein; that the lien and security interest of this Deed of Trust will constitute valid and perfected first and prior liens on and security interests in the Mortgaged Property, except as specifically set forth in **Exhibit "B"** attached hereto; that said Indebtedness is the valid and binding obligation of Mortgagor herein and that the lien hereof and the covenants and undertakings of Mortgagor are valid, subsisting and enforceable; and that Mortgagor has heretofore done all things necessary or proper to make them so.

**Article II
Indebtedness Secured**

This conveyance is made, IN TRUST, HOWEVER, to secure and enforce the payment of the Indebtedness. "**Indebtedness**" as used in this Deed of Trust means: (a) all past, present, and future advances, of whatever type, by Mortgagee to or for the benefit of Mortgagor, under the Note (as described below) and extensions and renewals thereof; (b) all past, present and future advances by Mortgagee to or for the benefit of Mortgagor under the Note; (c) all past, present and future liabilities, indemnities and obligations of whatever type of Mortgagor to Mortgagee under

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security agreements, deeds of trust, loan agreements and other instruments and documents which evidence, support, secure or are otherwise related to the Indebtedness owing by Mortgagor to Mortgagee arising under the Note ("Loan Documents"); (d) all past, present and future liabilities and obligations of Mortgagor to Mortgagee by reason of overdrafts and other deposit and checking activities and by reason of the negotiation and transfer of leases, installment sales contracts and other transactions upon which Mortgagor has recourse liability to Mortgagee arising under the Note; (e) interest on the Indebtedness; and (f) all costs and expenses incurred by Mortgagee to collect the Indebtedness, to obtain, preserve and enforce the Loan Documents and the guaranty agreements given in support thereof and to obtain, maintain, preserve and dispose of collateral securing the Indebtedness, including (but not limited to) taxes, assessments, insurance premiums, repairs, maintenance, attorney's fees and expenses, management fees, sales expenses and court costs. **Notwithstanding the foregoing, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the term Indebtedness does not include any future advances from Mortgagee to any Mortgagor or other future obligations of any Mortgagor to Mortgagee under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Deed of Trust, beyond the Note described below. The term Indebtedness does not include any other obligations Mortgagor may owe to Mortgagee, which now exist or may later arise.**

A Promissory Note of even date herewith executed by **Mount Auburn Homes LLC, a Texas limited liability company** to the order of Mortgagee in the original principal sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) ("Maximum Amount"), bearing interest and being due and payable as therein provided and being finally due and payable in full on or before February 5, 2044 ("Note").

Article III Covenants of Mortgagor

In consideration of the Indebtedness hereinabove described, Mortgagor, for itself, its successors and assigns, warrants, covenants and agrees as follows:

A. **Cure Title.** Mortgagor will proceed with reasonable diligence to correct any defect in the title to the Mortgaged Property should any such defect in the title to the Mortgaged Property other than Permitted Exceptions be found to exist after the execution and delivery of this Deed of Trust, and in this connection, should it be found, after the execution and delivery of this Deed of Trust, that there exists upon the Mortgaged Property any lien or encumbrance equal or superior in rank to the lien or liens created by this instrument, or should any such hereafter arise, Mortgagor will promptly discharge and remove same from said Mortgaged Property.

B. **Cure Defects.** Upon request of Mortgagee, Mortgagor will promptly correct any defect which may hereafter be discovered in this Deed of Trust, or any other Loan Documents, including execution or acknowledgment hereof or thereof or in the description of the Mortgaged Property. Mortgagor will execute, acknowledge, and deliver such corrections and additions as shall, in the opinion of Mortgagee, be necessary or proper to convey and assign to the Trustee all of the Mortgaged Property herein conveyed or assigned, or intended so to be.

C. **Good Repair.** Mortgagor will keep and maintain all Mortgaged Property and equipment and all improvements now or hereafter situated on the Mortgaged Real Property and used or obtained in connection therewith in good state of repair and condition, and will not tear down or remove Improvements or permit the same to be torn down or removed without the prior consent of the Mortgagee, except in the usual course of operations as might be required for replacement when otherwise in compliance with this Deed of Trust.

D. **Payment of Property Taxes.** Mortgagor shall pay all taxes and assessments against the Mortgaged Property as the same become due and payable, and prior to delinquency. Mortgagor shall furnish proof, satisfactory in form and substance to Mortgagee, of such payment. Mortgagor shall not authorize any person or entity to pay current or delinquent ad valorem taxes due or to become due on the Real Property if such person or entity is entitled to receive a transfer of tax lien under Section 32.06 of the Texas Tax Code (as it may be amended or modified). In the event any transfer of a tax lien is executed by a tax collector pursuant to Section 32.06 of the Texas Tax Code (as it may be amended or modified) with respect to the Real Property, Mortgagor shall, within ten (10) days of the date written notice is sent from Mortgagee to Mortgagor, fully and finally pay the transferee of said tax lien the entirety of

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all principal, interest and expenses (whether or not then due and payable, or to become due and payable) owing to said transferee with respect to said transferred tax lien, and deliver proof, satisfactory in form and substance to Mortgagee, of such payment, along with a signed and notarized release of said tax lien executed by said transferee. Mortgagee shall not defer the collection of taxes on the Real Property, in the event deferral of such taxes is permitted under applicable law. In the event of the passage of any law, ordinance, or regulation, deducting from the Real Property for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or indebtedness secured thereby, or the manner of the operation of any such taxes so as to affect the interest of Mortgagee, then and in such event, Mortgagee shall bear and pay the full amount of such taxes, unless the payment thereof by Mortgagee would be unlawful or if the payment thereof would constitute usury or render the indebtedness due Mortgagee wholly or partially usurious; provided, however, that if for any reason payment by Mortgagee or by Mortgagee of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the indebtedness due Mortgagee wholly or partially usurious, Mortgagee may, at Mortgagee's option, declare said unpaid indebtedness with all accrued interest thereon to be immediately due and payable, or Mortgagee may, at Mortgagee's option, pay the amount or portion of such taxes which would otherwise render said indebtedness unlawful or usurious, in which event Mortgagee shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes. If Mortgagee fails to pay any taxes and assessments (including interest, penalties, costs and expenses) against the Real Property, enters into a tax lien loan to any person or entity, allows any person or entity to receive a transfer of an ad valorem tax lien, or defers the payment of taxes or assessments, Mortgagee may in Mortgagee's sole discretion, in addition to Mortgagee's other rights as provided in the Loan Documents, elect to advance and pay the same at Mortgagee's expense pursuant to the provisions of Article VI below.

E. **Proof of Tax Payment.** Mortgagee agrees to furnish to Mortgagee, on or before January 20th of each year during the continuation of this Deed of Trust, evidence (tax certificates or paid tax receipts) satisfactory to Mortgagee that all taxes and assessments on the Mortgaged Property have been paid when due.

F. **Insurance.** Borrower or Mortgagee shall promptly obtain and deliver to Mortgagee insurance policies with premiums paid providing extended coverage for all buildings and other property covered by the Deed of Trust against damage by fire and lightning and against such other risks as Mortgagee may require (Builder's Risk insurance shall be acceptable as to any improvements to be constructed on the Mortgaged Property during the construction phase of any construction loan), all in amounts approved by Mortgagee not less than 100% of full replacement cost of all improvements located on the Real Property, such that Mortgagee and/or Mortgagee shall not become a co-insurer under any required insurance policy, such insurance to be written on a replacement cost form promulgated by the Texas State Board of Insurance and with companies having a Best's Insurance Guide Rating of A, Class XIV or higher, as approved by Mortgagee, with: (1) loss made payable to Mortgagee pursuant to the standard mortgagee clause promulgated by the Texas State Board of Insurance, without contribution; and (2) provision that, (a) each of said policies shall not be terminated, reduced or limited regardless of any breach of the representations and agreements set forth therein, and (b) no such policy shall be canceled, endorsed or amended to any extent unless the issuer thereof shall have first given Mortgagee at least 15 days' prior written notice. In case Mortgagee fails to furnish such policies, Mortgagee, at Mortgagee's option, may procure such insurance at Mortgagee's expense. All renewal and substitute policies of insurance shall be delivered to the office of Mortgagee, premiums paid, at least ten (10) days before expiration of the insurance protection to be replaced by such renewal or substituted policies. In case of loss, Mortgagee, at Mortgagee's option, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same toward payment of the Indebtedness in such manner as Mortgagee may elect, or at Mortgagee's option, Mortgagee may pay the same over wholly or in part to Mortgagee for the repair of said improvements or for the erection of new improvements in their place, or for any other purpose satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amounts so paid to Mortgagee. If Mortgagee elects to allow such payments to Mortgagee, disbursement shall be on such terms subject to such conditions as Mortgagee may specify. Regardless of whether any insurance proceeds payable to them are sufficient to pay the costs of repair and restoration of the Mortgaged Property, Mortgagee shall promptly commence and carry out the repair, replacement, restoration and rebuilding of any and all of the improvements damaged or destroyed so as to return same, to the extent practicable, to the same condition as immediately prior to such damage to or destruction thereof. Mortgagee shall not permit or carry on any activity within or relating to the Mortgaged Property that is prohibited by the terms of any insurance policy covering any part of the Mortgaged Property or which permits cancellation of or increase in the premium payable for any insurance policy covering any part of the Mortgaged Property. In the event of a foreclosure of the Deed of Trust, the purchaser of the Mortgaged Property shall succeed to all the rights of Mortgagee, including

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any right to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee pursuant to the provisions of this instrument. Regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagor shall assign and deliver to Mortgagee all policies of insurance that insure against any loss or damage to the Mortgaged Property, as collateral and further security for the payment of the Indebtedness. Mortgagor shall also obtain and maintain in force and effect at Mortgagor's expense such liability and other insurance policies and protection as Mortgagee may from time to time require. Furthermore, if any portion of the Real Property is situated in an area, or is subsequently designated in an area, having special flood hazards (as defined in the Flood Disaster Protection Act of 1973, as amended from time to time, or any similar legislation), Mortgagor shall provide flood insurance to Mortgagee in an amount equal to the replacement cost of the improvements or the maximum amount of flood insurance available, whichever is the lesser.

TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE: (1) BORROWER IS REQUIRED TO: (a) KEEP THE PREMISES INSURED AGAINST DAMAGE IN THE AMOUNT LENDER SPECIFIES; (b) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (c) NAME LENDER AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS; (2) BORROWER MUST, IF REQUIRED BY LENDER, DELIVER TO LENDER A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (3) IF BORROWER FAILS TO MEET ANY REQUIREMENT LISTED IN PARAGRAPH (A) OR (B), LENDER MAY OBTAIN COLLATERAL PROTECTION INSURANCE OF BEHALF OF BORROWER AT THE BORROWER'S EXPENSE.

G. Mortgagee's Rights to Collect Insurance Proceeds. Mortgagor hereby assigns to Mortgagee the right to collect any and all monies that may become payable under any insurance policies covering any part of the Mortgaged Property, or any risk to or about the Mortgaged Property.

H. Effects of Foreclosure on Insurance Policies and Post-foreclosure Event Claims. Foreclosure of this Deed of Trust shall automatically constitute foreclosure upon all policies of insurance insuring any part of or risk to the Mortgaged Property and all claims thereunder arising from post-foreclosure events. The successful bidder or bidders for the Mortgaged Property at foreclosure, as their respective interests may appear, shall automatically accede to all of Mortgagor's rights in, under and to such policies and all post-foreclosure event claims, and such bidder(s) shall be named as insured(s) on request, whether or not the trustee's deed or bill of sale to any such successful bidder mentions insurance.

I. Application of Insurance Proceeds Collected Before Foreclosure. Unless an Event of Default has occurred and is continuing and so long as Mortgagee is satisfied that the applicable proceeds (together with other funds deposited with Mortgagee by or on behalf of Mortgagor for the purpose of repair and restoration of the applicable damage or destruction) are sufficient to pay all costs of repair and restoration of the applicable damage or destruction, Mortgagee will hold all proceeds of insurance which was paid for by Mortgagor or by anyone other than Mortgagee or another holder of any of the Indebtedness and which proceeds are actually received by Mortgagee before foreclosure (and such other funds deposited with Mortgagee) and will disburse the same as such repairs or restoration are made, upon such terms and conditions as Mortgagee may elect, and upon presentation of satisfactory evidence to Mortgagee that payment is being requested for permissible repair and restoration and without the imposition of any lien on the Mortgaged Property. Any insurance proceeds remaining if Mortgagor and Mortgagee do not agree to the terms of the advance of the funds for repair and restoration within thirty (30) days after the event producing such funds, or if an Event of Default occurs and is continuing, or after completion of the repair and restoration shall be applied by Mortgagee to the Indebtedness in such manner as Mortgagee elects.

J. Application of Insurance Proceeds Collected After Foreclosure. Unless Mortgagee or Mortgagee's representative reserves at the foreclosure sale the right to collect any uncollected insurance proceeds recoverable for events occurring before foreclosure (in which event the successful bidder at the sale, if not Mortgagee, shall have no interest in such proceeds and Mortgagee shall apply them, if and when collected, to the Indebtedness in such order and manner as Mortgagee shall then elect and remit any remaining balance to Mortgagor or to such other person or entity as is legally entitled to them), all proceeds of all such insurance, including any right to unearned premiums, which are not so reserved by Mortgagee at the foreclosure sale and are not actually received by Mortgagee until after foreclosure shall be the property of the successful bidder or bidders at foreclosure, as their interests may appear, and Mortgagor shall have no interest in them and shall receive no credit for them.

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K. **Mortgagee Not Obligated to Require, Provide or Evaluate Insurance.** Mortgagee shall have no duty to Mortgagor or anyone else to either require or provide any insurance or to determine the adequacy or disclose any inadequacy of any insurance.

L. **Mortgagee May Elect to Insure Only its Own Interests.** If Mortgagee elects at any time or for any reason to purchase insurance relating to the Mortgaged Property, it shall have no obligation to cause Mortgagor or anyone else to be named as an insured, to cause Mortgagor's or anyone else's interests to be insured or protected or to inform Mortgagor or anyone else that his or its interests are uninsured or underinsured.

M. **Pay Bills.** Mortgagor agrees to promptly pay all bills for labor and materials incurred in its business and in ownership of the Mortgaged Property.

N. **Free Access to Property.** Mortgagor will permit Mortgagee and its accredited agents, representatives, attorneys and employees free and unrestricted access at all times to go upon, examine, and inspect the Mortgaged Property, and will furnish Mortgagee on request all pertinent information in regard to the development and operation of the Mortgaged Property.

O. **Legal Proceedings.** Mortgagor will notify Mortgagee in writing, promptly of the commencement of any legal proceedings affecting the Mortgaged Property or any part thereof, and will take such action as may be necessary to preserve its and Mortgagee's right affected thereby; and should Mortgagor fail or refuse to take any such action, Mortgagee may at its election take such action on behalf and in the name of Mortgagor and at Mortgagor's cost and expense.

P. **Existence of Entity.** If Mortgagor, or any purchaser from Mortgagor, is a corporation, limited partnership or limited liability company, it will maintain its existence as such entity and will maintain and procure all necessary franchises and permits to the end that Mortgagor shall be and continue a corporation, limited partnership or limited liability company, as applicable, in good standing in the state of its creation/incorporation and in the state wherein the Mortgaged Property is located, with full power and authority to own and operate all of the Mortgaged Property as contemplated herein until this mortgage shall have been fully satisfied.

Q. **Partial Release.** Mortgagee at all times shall have the right to release any part of the Mortgaged Property now or hereafter subject to the mortgage hereby without releasing any other part of said Mortgaged Property, and without affecting the mortgage hereof as to the part or parts thereof not so released.

R. **Professional Fees.** Mortgagor will promptly upon demand of Mortgagee pay all reasonable costs and expenses heretofore or hereafter incurred by Mortgagee for legal, accounting, appraisal services, environmental assessments and other professional services as Mortgagee may require from time to time in connection with the making of and servicing of the initial or any future loan to Mortgagor secured in whole or in part by the mortgage hereof and/or in the enforcement of any of its rights hereunder. All such professional fees shall be a part of the Indebtedness hereby secured, and interest shall accrue from the date of advancement until paid as provided in Article VI.

S. **Other Liens.** Except for Permitted Exceptions as set forth in Exhibit "B," without the prior written consent of Mortgagee, Mortgagor shall not mortgage, pledge, assign or otherwise encumber ("Encumber") any of the Mortgaged Property or permit the Mortgaged Property to be Encumbered, regardless of whether the Encumbrance is senior, junior, inferior or subordinate to the lien and security interest created hereby, and any such action by Mortgagor shall be of no force or effect against Mortgagee and shall constitute an Event of Default hereunder. Mortgagor shall preserve the lien priority as it is established in this Deed of Trust, and if this is not a first and prior lien, Mortgagor will abide by all prior lien provisions. The lien and security interest secured by this Deed of Trust shall remain superior to liens and security interests later created even if the Indebtedness is subsequently incurred, the Indebtedness is renewed or extended, or a portion of the Mortgaged Property is released.

Mortgagor shall promptly deliver to Mortgagee all correspondences related to any prior or subordinate liens, including any notices of default, and any correspondences related to possible foreclosures. Mortgagee has the right to cure any default(s) of prior liens and all amounts paid to cure the default(s), together with expenses incurred by reason thereof, shall be Indebtedness secured by this Deed of Trust.

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Mortgagor shall promptly remove all Encumbrances from the Mortgaged Property which are not Permitted Exceptions. Mortgagor shall abide by all of the terms and conditions of the Encumbrances which constitute Permitted Exceptions.

T. **Condemnation Proceeds.** Mortgagee shall be entitled to receive any and all sums which may be awarded and become payable to Mortgagor for condemnation of the Mortgaged Property or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Mortgagor for damages caused by public works or construction on or near Mortgage Property. All such sums are hereby assigned to Mortgagee, and Mortgagor shall, upon request of Mortgagee, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for such sums. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums. Any sums received by Mortgagee as a result of condemnation shall be applied to the Indebtedness in such a manner as Mortgagee may elect.

U. **Intentionally deleted.**

V. **Offset.** As further security for the Indebtedness, Borrower grants to Mortgagee a first lien and contractual right of setoff in and to all money and property of Borrower now or at any time hereafter coming within the custody or control of the Mortgagee, including (without limitation) all certificates of deposit and other accounts, whether such certificates of deposit and/or accounts have matured or not, and whether the exercise of such right of set-off results in loss of interest or other penalty under the terms of the certificate of deposit or account agreement. It is further agreed that the Mortgagee shall have a first lien on all deposits and other sums at any time credited by or due from the Mortgagee to Borrower or any Guarantor, if any, as security for the payment of the Indebtedness and Mortgagee, at its option and after acceleration of the maturity of the Indebtedness (however said maturity may be brought about) may without notice and without any liability, hold all or any part of any such deposits or other sums until all amounts owing on the Indebtedness have been paid in full, and/or Mortgagee may apply or set-off all or any part of any such deposits or other sums credited by or due from Mortgagee to or against any sums due on the Indebtedness in any manner and in any order of preference which the Mortgagee, in its sole discretion, chooses.

W. **Loan Document Covenants.** Mortgagor shall at all times comply with all of the covenants and obligations as required by the Loan Documents.

Article IV Default, Respecting Foreclosure and Other Remedies

A. **Default.** In addition to all Events of Default included in the Loan Documents, each of the following is also an event of default ("Event of Default"):

- (1) failure to pay any principal or interest on the Note or other Indebtedness when due or declared due, which continues unremedied for five (5) days after written notice to Borrower of such failure;
- (2) failure by Mortgagor or any Guarantor, if any, to observe or to perform any covenant, term or agreement required by this Deed of Trust or any other Loan Document and such remains unremedied for thirty (30) days after written notice by Mortgagee to Mortgagor and to any applicable Guarantor, if any, of such failure.
- (3) any warranty or representation in this Deed of Trust or any of the Loan Documents, and any oral and written financial and credit information furnished to Mortgagee by Mortgagor or any Guarantor, if any, upon which Mortgagee has relied is untrue in any material respect as of the date made or furnished, and such remains unremedied for thirty (30) days after written notice to Mortgagee to Mortgagor or to any applicable Guarantor, if any, of such untruth;
- (4) any adverse change in any fact warranted or represented in this Deed of Trust or in any of the Loan Documents or in the financial condition or business of Mortgagor or any Guarantor, if any, occurs, which Mortgagee believes may materially affect the value or resort to all or any part of the Collateral

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and/or impair or jeopardize the prospect of payment of all or any part of the indebtedness and such adverse change remains uncured for thirty (30) days after written notice by Mortgagee to Mortgagor and any applicable Guarantor, if any, of such adverse change;

- (5) filing of an involuntary petition against the Mortgagor or any Guarantor, if any, in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any applicable bankruptcy act or law, or under any other insolvency act or law, now or hereafter existing and such petition remains undismitted or unanswered for a period of sixty (60) days from such filing; or the involuntary appointment of a receiver or trustee for the Mortgagor or any Guarantor, if any, for all or a substantial part of its property and such appointment remains unvacated for a period of sixty (60) days or unopposed for a period of ten (10) days from such appointment; or the issuance of a warrant of attachment, execution or similar process against any substantial part of the property of the Mortgagor or any Guarantor, if any, and such warrant remains unbonded or undismitted for a period of fifteen (15) days from notice to the Mortgagor or any Guarantor, if any, of its issuance of the appointment of a receiver or liquidator or an arrangement for benefit of creditors, voluntary or involuntary, for Mortgagor or any Guarantor, if any, or for any of their property;
- (6) filing by the Mortgagor or any Guarantor, if any, of a voluntary petition or any answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under any applicable bankruptcy act or law, or under any other insolvency act or law, now or hereafter existing, or any action by the Mortgagor or any Guarantor, if any, consenting to, approving of, or acquiescing in, any such petition or proceeding; the application by the Mortgagor or any Guarantor, if any, for, or the appointment by consent or acquiescence of, a receiver or trustee for the Mortgagor or any Guarantor, if any, or for all or a part of its property; the making by the Mortgagor or any Guarantor, if any, of an assignment for the benefit of creditors, the inability of the Mortgagor or any Guarantor, if any, or the admission by the Mortgagor, in writing or its inability to pay its debts as they mature ("**acquiescence**" means the failure to file a petition or motion in opposition to such petition or proceeding or to vacate or discharge any order, judgment or decree providing for such appointment within sixty (60) days after the appointment of a receiver or trustee);
- (7) Mortgagor or any Guarantor, if any, becomes the subject of a civil or criminal action that Mortgagee believes will materially affect Mortgagor's or applicable Guarantor's, if any, ability to pay all or any part of the Indebtedness;
- (8) any substantial impairment in value or resort to any collateral occurs, including any judgment against Mortgagor and any liens on Mortgaged Property other than those in favor of Mortgagee;
- (9) Mortgagee at any time in good faith deems prospect of payment on the Note or other Indebtedness, or the performance of any part of this Deed of Trust is jeopardized or impaired; and
- (10) a Guarantor, if any, shall have died or have been declared incompetent by a court of law and a replacement Guarantor, if any, acceptable to Mortgagee in its sole discretion or the estate of Guarantor, if any, as applicable, has not executed and delivered to Mortgagee a replacement guaranty agreement in substantially the form of the Guaranty prior to the time such estate makes any substantial distribution of assets (in the case of the death of Guarantor, if any,) or within one hundred twenty (120) days of any declaration of incompetence (in the case of any declaration of incompetence).

B. Additional Events of Default. In addition to all Events of Default, included in this Deed of Trust and Loan Documents, each of the following is also an Event of Default:

- (1) **Cross Default.** If default shall be made in the payment of principal or interest on any other promissory note or notes executed by Borrower, Mortgagor or any Guarantor, if any, hereof and held by Mortgagee as the same become due and payable (each an "**Other Note**"), or if there is a default in any of the terms, covenants, agreements, conditions or provisions set forth in this

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Agreement, the Promissory Note, the security instruments, or any other instrument relating to this Agreement or the Promissory Note, or should the Mortgagee conclude, in its sole discretion, that the prospect of payment of the Promissory Note, as modified by this Agreement, or of any Other Note, is impaired for any reason, then in any such event Mortgagee, at its option, may declare the entirety of the Promissory Note, as modified by this Agreement, and any Other Note, together with all accrued but unpaid interest thereon, immediately due and payable without notice, demand or presentment, or notice of intent to accelerate to the Borrower or any other person or party, all of which are hereby waived. Mortgagee's failure to exercise said option shall not constitute a waiver on the part of Mortgagee of the right to exercise said option at any other time. Upon the occurrence of a default, Mortgagee shall also have the right to exercise any and all other rights, remedies and recourses now or hereinafter existing in equity, at law, by virtue of statute or otherwise, including, but not limited to, the right to foreclose any and all liens and security interests securing the Promissory Note, this Agreement and/or any Other Note. Except as may be limited or prohibited by applicable law, Mortgagor agrees and acknowledges that the security instruments secure the Promissory Note, as extended and/or modified, including interest, late charges, fees, expenses and other amounts as provided in the Promissory Note, the security instruments and this Agreement.

- (2) **Due on Death.** Upon the death of any individual Borrower or Mortgagor or the death of any individual Guarantor, if any, or upon the dissolution of any corporation, limited liability company, partnership or other entity comprising Borrower or Mortgagor, or any Guarantor, if any, Mortgagee, at Mortgagee's option, has the right to declare the same to be an Event of Default under the Note, the Loan Documents, the Other Notes and the Other Loan Documents.

C. **Remedies on Default.** Upon the occurrence of an Event of Default, Mortgagee may, at its option do any one or more of the following:

- (1) without notice, demand or presentment, which are hereby waived by Mortgagor, declare the entire unpaid balance of the Indebtedness immediately due and payable (provided, however, if any acts of insolvency as provided for in subsections (5) and (6) above occur, acceleration shall immediately occur automatically without any actions required by Mortgagee);
- (2) at any time thereafter while said Indebtedness or any part thereof remains unpaid, Mortgagee may request Trustee to foreclose all or any part of this lien and security interest, in which case, it shall be the duty of the Trustee to enforce this trust, and Mortgagee or Mortgagee's agent shall give notice of the foreclosure sale as provided by law and proceed to sell and convey the Mortgaged Property either as a whole or in parcels or in undivided interests, as the Trustee may elect, at public auction at the courthouse where the Mortgaged Real Property or any part thereof may be situated (if the property is located in more than one county, the sale may be held in any county in Texas wherein a part of the Mortgaged Real Property is located, and the notice of sale shall designate the county where the sale will be held), to the highest bidder for cash, and after such sale to make the purchaser or purchasers good and sufficient deeds and assignments in the name of the Mortgagor herein, conveying said property so sold to the purchaser or purchasers with special warranty of title binding Mortgagor subject to any prior liens and to other exceptions to conveyance and warranty. No single sale or series of sales by the Trustee shall extinguish the lien or exhaust the power of sale hereunder except with respect to the items of property sold, but such lien and power shall exist for so long as and may be exercised in any manner by law or as herein provided as often as the circumstances required to give Mortgagee full relief hereunder;
- (3) enter upon and take possession of the Mortgaged Property and remove the permanently attached or affixed fixtures or any part thereof, with or without judicial process;
- (4) as a matter of right and without regard to the sufficiency of security and without any showing of insolvency, fraud or mismanagement on the part of Mortgagor, the Mortgagee shall be entitled to the appointment of a receiver to take possession of all or any part of the Mortgaged Property, with the power to protect and preserve the Mortgaged Property, to operate the Mortgaged Property preceding foreclosure or sale, and to collect the rents and proceeds from the Mortgaged property

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and apply the rents and proceeds over and above the cost of the receivership against the Indebtedness. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value of the Mortgaged Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver;

- (5) intentionally deleted;
- (6) terminate Mortgagor's license to collect rent or other income from the Mortgaged Property; and
- (7) exercise any other right or remedy available at law or in equity.

C. **Application of Proceeds.** Trustee is authorized to receive the proceeds of said sale or sales and apply the same as follows:

- (1) **First:** to the payment of all necessary costs and expenses incident to the execution of the Trustee's sale, including, but not limited to, a reasonable fee to the Trustee;
- (2) **Second:** to any and all Indebtedness then hereby secured, with application to be made in such order and in such manner as the holder of said Indebtedness may, in its discretion, elect;
- (3) **Third:** to any other party any amounts required by law to be paid before payment to Mortgagor; and
- (4) **Fourth:** the balance, if any to Mortgagor.

D. **Possession.** If any of the Mortgaged Property is sold under this Deed of Trust, Mortgagor shall immediately surrender possession to the purchaser. If Mortgagor fails to do so, Mortgagor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer or conversion.

E. **Substitute or Successor Trustee.** In any event, with or without cause or reason, at the option of the holder of the Indebtedness, a successor and substitute Trustee may be named, constituted and appointed by the said holder of said Indebtedness without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said Mortgaged Property and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or substitute Trustee shall exist as often and whenever the holder of the Indebtedness desires.

F. **Presumptions.** All recitals in any assignment or other instrument executed by Mortgagee incident to sale, transfer, assignment, lease or other disposition or utilization of any part of the Mortgaged Property hereunder shall be *prima facie* evidence of the matters stated therein; no other proof shall be required to establish the legality of the sale; and all prerequisites of such sale or other action shall be presumed conclusively to have been performed or to have occurred.

G. **Mortgagee as Purchaser.** It is expressly understood that the holder of said Indebtedness, or said Trustee, may be a purchaser of the Mortgaged Property, or of any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in said Trustee or upon any other foreclosure of the lien hereof, or otherwise; and the holder of said Indebtedness or the Trustee so purchasing shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of all rights of redemption in Mortgagor.

H. **Cumulative Remedies.** The rights of entry, sale or suit, as hereinabove conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive the holder of said Indebtedness or Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants and terms of this Deed of Trust, the Loan Agreement, the Note, any security agreement or other Loan Documents, and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Article V Assignment of Rents

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Mortgagor assigns to Mortgagee absolutely, unconditionally and presently effective, not only as collateral, all present and future rent and other income and receipts from the Real Property. Mortgagor warrants the validity and enforceability of the assignment. Mortgagor may as Mortgagee's licensees collect rent and other income and receipts as long as Mortgagor is not in default with respect to the Indebtedness or this Deed of Trust. Mortgagor will apply all rent and other income and receipts to payment of the Indebtedness and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due with respect to the Indebtedness and the Deed of Trust, Mortgagor may retain the excess. If Mortgagor defaults in payment of the Indebtedness or performance of this Deed of Trust, Mortgagee may terminate Mortgagor's license to collect rent and other income and then as Mortgagor's agent may rent the Real Property and collect all rent and other income and receipts. Mortgagee neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Real Property. Mortgagee may exercise Mortgagee's rights and remedies under this paragraph without taking possession of the Real Property. Mortgagee will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Mortgagee's rights and remedies and then to Mortgagor's obligations with respect to the Indebtedness and this Deed of Trust in the order determined by Mortgagee. Mortgagee has the right to notify tenants to direct rents to Mortgagee, lease any or all of the Real Property and employ agents to rent or manage the Real Property and collect rents. Mortgagee may enter into legal proceedings as deemed appropriate to recover possession of the Real Property and remove any tenant or other person from the Real Property. All costs and expenses incurred by Mortgagee in connection with the Real Property shall be for Mortgagor's account which may be paid from the rents. All expenses not reimbursed from the rents shall become a part of the Indebtedness secured by this Deed of Trust. Mortgagee is not required to act under this paragraph, and acting under this paragraph does not waive any of Mortgagee's other rights or remedies. If Mortgagor becomes a voluntary or involuntary debtor in bankruptcy, Mortgagee's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law. In the event any item listed as Leases or Rents is determined to be personal property, this assignment will also be regarded as a security agreement. However, if the Real Property should now or hereafter be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, this assignment of items listed as Leases or Rents will not be regarded as a security agreement regardless of whether the Leases or Rents are determined to be personal property.

Mortgagor, upon request of Mortgagee, agrees to execute and deliver to Mortgagee from time to time written assignments of specific leases which cover all or any part of the Real Property in a form as approved by attorneys for the Mortgagee, and to cause its tenants to execute subordination, non-disturbance and attornment agreements in a form as approved by the attorneys for Mortgagee.

Article VI Additional Remedies

If Mortgagor should fail to comply with any of the covenants or obligations of Mortgagor hereunder, then Mortgagee or said Trustee may perform the same for the account and at the expense of Mortgagor but shall not be obligated so to do, and any and all expenses, including attorney's fees, incurred or paid in so doing shall be payable by Mortgagor to Mortgagee, with interest from the date when same was so incurred or paid, and the amount thereof shall be payable on demand at Cadence Bank, P.O. Box 789, Tupelo, Mississippi 38802, and shall constitute a part of the Indebtedness hereby secured by and under this Deed of Trust, and the amount and nature of such expense and the time when paid shall be fully established by the affidavit of Mortgagee or any officer or agent thereof, or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the privileges granted in this paragraph shall in no wise be considered or constitute a waiver of the right of Mortgagee upon the happening of an event of default hereunder to declare the Indebtedness secured by this Deed of Trust to be at once due and payable but is cumulative of such right and all other rights herein given.

Interest shall accrue on all Indebtedness for which an interest rate has not otherwise been contracted for in writing at a floating rate equal to the Highest Lawful Rate as it may change from time to time on the amount advanced or expended from time to time from the date advanced or expended until paid.

"Highest Lawful Rate" as used herein shall be deemed to mean the greater of: (a) the "Quarterly Ceiling" as referred to in Section 303.006 of the Texas Finance Code, as it may be subsequently amended; or (b) the maximum rate of interest permitted at such time by any federal or other law applicable to the indebtedness evidenced by the

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Note. Each change in the Highest Lawful Rate is to become effective immediately without notice on the effective date of each change.

**Article VII
Miscellaneous**

A. **Not Usury.** Any provision in any of the papers that may be executed in connection herewith to the contrary notwithstanding, the holder of the Indebtedness hereby secured shall in any event not be entitled to receive or collect, nor shall any amounts received hereunder be credited so that the holders of said Indebtedness shall be paid as interest a sum greater than that authorized by law. If any possible construction of the Deed of Trust or said note, or any or all other notes or papers, seems to indicate any possibility of a different power given to the holder of said Indebtedness hereby secured, or any authority to ask for, demand, or receive any larger rate of interest, such as a mistake in calculation or wording, then this clause shall override and control.

Mortgagor shall not be obligated to pay such interest in excess of the amount permitted by applicable law, and the right to demand the payment of any such excess is hereby waived. Such excess shall be applied first to principal to reduce the Indebtedness, and if the excess interest exceeds the unpaid principal balance, it shall be refunded to the Mortgagor.

B. **Headings.** This Deed of Trust, for convenience only, has been divided into articles and paragraphs, and it is understood that the rights, powers, privileges, duties and other legal relations of said Mortgagor, holder of said Indebtedness secured hereby, and Trustee, shall be determined from this instrument as an entirety and without regard to the aforesaid division into articles and paragraphs and without regard to headings prefixed to said articles.

C. **Successors and Assigns.** The terms used to designate any of the parties herein shall be deemed to include the heirs, successors and assigns of such parties; the term "Successors" shall include the heirs and legal representatives; and the term "Mortgagee" shall also include any lawful owner, holder or pledgee of any Indebtedness secured hereby. These presents shall be binding upon the parties, their successors and assigns and shall inure to the benefit of the holder of the Indebtedness hereby secured, and the covenants and agreements herein contained shall constitute covenants running with the land.

D. **Subrogation.** If any of the funds advanced as a part of the Indebtedness are used to pay any debts secured by prior liens, Mortgagee is subrogated to all of the rights and liens of the holders of any debts so paid.

E. **Any Unsecured Indebtedness is Deemed Paid First.** If any part of the Indebtedness cannot lawfully be secured by this Deed of Trust, or if the lien, assignments and security interest of this Deed of Trust cannot be lawfully enforced to pay any part of the Indebtedness, then and in either such event, at the option of Mortgagee, all payments on the Indebtedness shall be deemed to have been first applied against that part of the Indebtedness.

F. **Due on Sale.** Other than as permitted in the Loan Documents, if, without the prior written consent of Mortgagee, which consent may be given or withheld by Mortgagee in the exercise of its sole and absolute discretion: (1) all or any part of the Mortgaged Property, or any interest therein, or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons, but is a corporation, partnership, limited liability company or other legal entity) is sold, transferred or otherwise conveyed; (2) Mortgagor enters into any contract agreeing to sell, transfer or otherwise convey the Property, or any interest therein; (3) there is a sale or exchange of the majority of the ownership interest of Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons, but is a corporation, partnership, limited liability company or other entity); (4) Borrower or Mortgagor creates any lien or encumbrance subordinate or allegedly superior to this Deed of Trust; (5) Borrower or Mortgagor grants any easement, right-of-way or any other right whatsoever with respect to the Mortgaged Property; or (6) Borrower or Mortgagor conveys any leasehold interest for any purpose whatsoever covering all or any portion of the Mortgaged Property, including without limitation, one or more oil, gas or other mineral leases covering the Real Property or any portion thereof, for a period longer than one (1) year (all and any of the above being hereinafter collectively called "Transfers"), and irrespective of whether any such Transfers are evidenced by written instruments, and irrespective if such a written instrument is filed for record, then Mortgagee, at Mortgagee's option, has the right to declare the same to be a default under the Note, the Loan Documents, the Other Notes and the Other Loan Documents.

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G. **Environmental Matters.**

(1) **Definitions.**

- (a) **“Hazardous Materials”** means: (i) those substances included within the statutory and/or regulatory definitions of **“hazardous waste,” “extremely hazardous substance,” “regulated substance,” “contaminant,” “hazardous materials”** or **“toxic substances,”** under any Environmental Law; (ii) those substances listed in 49 C.F.R. 172.101 and in 40 C.F.R. Part 302; (iii) any material, waste or substance which is, (A) petroleum, oil or a fraction thereof, (B) ACM, (C) polychlorinated biphenyls, (D) formaldehyde, (E) designated as a **“hazardous substance”** pursuant to 33 U.S.C. §1321 or listed pursuant to 33 U.S.C. §1317, (F) explosives, or (G) radioactive materials (including naturally occurring radioactive materials); (iv) Solid Wastes that pose imminent and substantial endangerment to health or the environment; (v) any material, waste or substance designated, classified or regulated as a **“hazardous material,” “hazardous substance,”** or **“toxic substance”** under any Environmental Law; (vi) radon gas in an ambient air concentration exceeding four picocuries per liter (4pCi/l); (vii) such other substances, materials, or wastes that are or become classified or regulated as hazardous or toxic under any Environmental Law; (viii) any other substance which by governmental requirements requires special handling or notification of any federal, state or local governmental entity or agency in its collection, storage, treatment and/or disposal. For the purposes of this definition, Hazardous Materials shall not include any substance that is natural occurring or of a nature, quantity or concentration that is customarily used, stored or disposed as part of or incidental to the operation and maintenance of the Mortgaged Property in the ordinary course of Mortgagor’s or Mortgagor’s tenant’s business currently conducted, or hereafter conducted on the Mortgaged Property, so long as; (ix) such use, storage or disposal takes place in accordance with applicable Environmental Laws; (x) any disposal takes place in accordance with applicable Environmental Laws at disposal facilities and locations other than the Mortgaged Property, and which are permitted in accordance with Environmental Laws; and (xi) such use, storage or disposal does not require Mortgagor, any agent or employee of Mortgagor or any operator of the Mortgaged Property to have a hazardous waste generator identification number or any other environmental permit based primarily on or related primarily to the Hazardous Materials in question.
- (b) **“Environmental Laws”** means all applicable laws, rules, regulations, ordinances, orders or guidance documents now or hereafter in effect of any federal, state or local executive, legislative, judicial, regulatory or administrative agency, board of authority or any judicial or administrative decision relating thereto that relate to: (i) wetlands, pinelands or other protected land or wildlife species; (ii) noise; (iii) radioactive materials (including naturally occurring radioactive materials); (iv) explosives; (v) pollution, contamination, preservation, protection or clean-up of the air, surface water, ground water, soil or wetlands; (vi) solid, gaseous or liquid waste generation, handling, discharge, release, threatened release, treatment, storage, disposal or transportation; (vii) exposure of persons or property to Hazardous Materials and the effects thereof; (viii) injury to, death of or threat to the safety or health of employees and any other persons relating to any Environmental Law; (ix) the manufacture, processing, distribution in commerce, use, treatment, storage, disposal or remediation of Hazardous Materials Contamination; (x) destruction, contamination of, or the release onto any property (whether real or personal) directly or indirectly connected with Hazardous Materials; (xi) the implementation of spill prevention and/or disaster plans relating to Hazardous Materials; (xii) community right-to-know and other disclosure laws relating to any Environment Law; or (xiii) maintaining, disclosing or reporting information to governmental authorities under any Environmental Law.

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- (c) **“Hazardous Materials Contamination”** shall mean the contamination (whether presently existing or hereafter occurring) of the improvement, facilities, soil, groundwater, air or other elements on or of the Mortgaged Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Deed of Trust) emanating from the Mortgaged Property.
- (2) **Warranties.** Mortgagor represents and warrants to Mortgagee that to the best of Mortgagor’s knowledge, except as disclosed by Mortgagor in writing to Mortgagee prior to the execution of this Deed of Trust, that:
- (a) No Hazardous Materials are now located on the Mortgaged Property nor anticipated to be used in the future in connection with Mortgagor’s business;
 - (b) No part of the Mortgaged Property is being used nor has been used for the disposal, storage, treatment, processing or handling of Hazardous Materials, nor is any portion affected by Hazardous Materials Contamination;
 - (c) No investigation, order, litigation, agreement or settlement is proposed, threatened, anticipated or in existence with respect to Hazardous Materials or Hazardous Materials Contamination; and
 - (d) Mortgagor or Mortgagor’s tenants, as applicable, have all required environmental permits and have made all required filings, if any, with the Texas Commission on Environmental Quality, the Texas Air Control Board, the Texas Department of Health, the Environmental Protection Agency and other state and federal agencies with jurisdiction over Mortgagor and Mortgagor’s tenants; and Mortgagor and/or Mortgagor’s tenants, as applicable, are now in full compliance with such laws and regulations related to environmental matters.
- (3) **Covenants.** Mortgagor covenants and agrees:
- (a) To comply with all applicable laws and regulations related to environmental matters including all Environmental Laws during the continuation of this Deed of Trust, including any required remedial actions;
 - (b) That the Mortgaged Property never has been, and never will be, so long as this Deed of Trust remains in place, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Materials. The representations and warranties contained herein are based on Mortgagor’s due diligence in investigating the Mortgaged Property for Hazardous Materials. Mortgagor hereby: (i) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such Environmental Laws; and (ii) agrees to indemnify and hold harmless Mortgagee against any and all claims and losses resulting from a breach of the provisions of this Deed of Trust. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Deed of Trust.
 - (c) That Mortgagee and its representatives shall have the right at any time and from time to time so long as Indebtedness is secured to conduct an environmental audit with respect to the Mortgaged Property, and all expenses of same shall be paid by Mortgagor.
 - (d) That Mortgagor will provide Mortgagee with copies of all notices, filings and communications given to or received from governmental agencies related to environmental matters.

- (e) That Mortgagor will immediately notify Mortgagee upon acquiring knowledge of the presence of Hazardous Materials or any Hazardous Materials Contamination related to the Mortgaged Property.
- (4) **Expenses Secured.** Mortgagee shall have the right but not the obligation at any time and from time to time to take such action as it deems necessary or advisable to identify, clean up, remove, resolve or otherwise deal with Hazardous Materials Contamination and other environmental matters of Mortgagor which in Mortgagee's sole opinion could jeopardize Mortgagee's position. All costs and expenses incurred by Mortgagee related to such actions (including the costs of environmental audits and reports) shall be payable to Mortgagee upon demand, shall be Indebtedness secured by this Deed of Trust, and shall draw interest from the date of advancement until paid according to the provisions of Article VI herein.
- (5) **Indemnity.**
 - (a) **Scope of Indemnity.** Mortgagor hereby agrees, jointly and severally, unconditionally, absolutely and irrevocably, to indemnify and hold harmless each Mortgagee Indemnitee (in the absence of gross negligence or willful misconduct of such Mortgagee Indemnitee) from and against all costs, expenses, losses, claims and liabilities which at any time or from time to time may be suffered or incurred in connection with any Hazardous Material Contamination, the violation of any applicable laws and regulations related to environmental matters, the breach of any warranties or representations of Mortgagor related to environmental matter or the failure of Mortgagor to perform any obligations herein required to be performed by Mortgagor.

As used herein, the term "Mortgagee Indemnitee" means Mortgagee, any subsequent holder or owner of Indebtedness or any interest therein, any affiliate, successor, assign or subsidiary of Mortgagee and each of their shareholders, directors, officers, employees, counsel, agents and contractors, and the Trustee and all successor or substitute trustees, as well as their respective heirs, successors and assigns.

MORTGAGOR SHALL INDEMNIFY EACH MORTGAGEE INDEMNITEE REGARDLESS OF WHETHER THE ACT, OMISSION, FACTS, CIRCUMSTANCES OR CONDITIONS GIVING RISE TO SUCH INDEMNIFICATION WERE CAUSED IN WHOLE OR IN PART BY MORTGAGEE'S (OR ANY MORTGAGEE INDEMNITEE'S) SIMPLE (BUT NOT GROSS) NEGLIGENCE.
 - (b) **Survival of Indemnity.** The provisions of and undertakings and indemnifications set out herein shall survive foreclosure of this Deed of Trust or acceptance of the Mortgaged Property by Mortgagee in lieu of foreclosure, the payment of the Indebtedness and satisfaction and release of this Deed of Trust, but shall not apply to any release of Hazardous Materials first used, stored, released, manufactured, generated or treated at, on or under the Real Property that occurs at any time after Mortgagor is divested title and possession by foreclosure or deed-in-lieu of foreclosure and is not the result of activities that occurred on the Real Property while or before Mortgagor held title or was in possession of the Real Property.
 - (c) **Mortgagor's Obligation.** Mortgagor's liability under the above indemnification provisions shall accrue upon an environmental claim being asserted against any Mortgagee Indemnitee. In addition, actual threatened action by governmental authority is not a condition or prerequisite to Mortgagor's obligations under this Deed of Trust. Within five (5) days after notification from Mortgagee supported by sufficient documentation setting forth the nature of the environmental claim, Mortgagor, at no cost or expense to Mortgagee Indemnitees, shall diligently commence resolution of the environmental claim in a commercially reasonable and cost effective manner and shall diligently and timely prosecute such resolution to completion. Notwithstanding the foregoing, either Mortgagor or Mortgagor's tenant, as applicable, shall have the right to contest any claim so long as

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reserves that are deemed adequate by Mortgagee are maintained and Mortgagor and/or Mortgagor's tenant, as applicable, is diligently and in good faith contesting same.

H. Waivers of Special Damages and Jury Waiver Provisions.

WAIVER OF SPECIAL DAMAGES. THE UNDERSIGNED WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE MORTGAGEE IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. THE UNDERSIGNED AND THE MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE UNDERSIGNED AND THE MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS INSTRUMENT OR THE OTHER RELATED DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE TO PROVIDE THE FINANCING EVIDENCED BY THIS INSTRUMENT.

I. Receivership. Without regard to any cure period provided for herein or in the Indebtedness, upon the occurrence and continuance of any Event of Default (or any occurrence which with the passage of time can become an Event of Default) under the Indebtedness, this Deed of Trust or any loan document Mortgagee may, at Mortgagee's election, make application to a court of a competent jurisdiction for appointment of a receiver of the Mortgaged Property as a matter of strict right, without notice to Mortgagor, and without regard to the adequacy of the value of such Mortgaged Property for the repayment of the debt, and Mortgagor hereby irrevocably consents to such an appointment. Any receiver shall have all the usual powers and duties of receivers in similar cases, including full power to possess, rent, maintain, repair and operate the Mortgaged Property upon such terms and conditions as may be approved by the court; provided, however, that the receivership provisions hereinabove shall not be applicable to the extent all or any portion of the Mortgaged Property constitutes the homestead of Mortgagor as of the date of this Deed of Trust and as of the date when Mortgagee seeks or desires to seek the appointment of a receiver.

J. Indebtedness May be Changed Without Affecting this Deed of Trust. Any of the Indebtedness may be extended, rearranged, renewed, increased or otherwise changed in any way with Mortgagor's consent, and any part of the security described in this Deed of Trust or any other collateral or guaranty for any part of the Indebtedness may be waived or released without in anyway altering or diminishing the force or effect of this Deed of Trust, and the lien, assignment and security interest granted by this Deed of Trust shall continue as a prior lien, assignment and security interest on all of the Mortgaged Property not expressly so released, until the final termination of this Deed of Trust.

K. Financial Statements. Borrower shall furnish from time to time to Mortgagee, upon Mortgagee's request, copies of balance sheets of federal income tax returns and Borrower (and any guarantors) and copies of statements of income and cash flow of Borrower (and any guarantors), covering such periods of time and containing such reasonable detail as Mortgagee shall reasonably request, and stating changes in the financial position of Borrower for the same periods and which are confirmed by Borrower (and guarantors respectively) as being true, whole, accurate and without material omission. Without limitation, all such financial statements shall be updated not later than one year following the date of the prior financial statements delivered to Mortgagee, and, with respect to non-audited statements, delivered to Mortgagee as provided in the Loan Agreement of even date herewith; and, with respect to audited statements, delivered to Mortgagee as provided in the Loan Agreement of even date herewith.

L. Change of Control. If, without the prior written consent of Lender, which may be given or withheld at Lender's sole and absolute discretion, there is a sale or exchange of the majority of the stock of Borrower or Grantor, or any other action which affects the ownership or control of said Borrower or Grantor, if any, then Lender, at Lender's option, has the right to declare the same to be a default under this Agreement, the Promissory Note and the security instruments.

M. Notices. All notices or other written communications under this Deed of Trust or under any of the other loan documents shall be deemed to have been properly given when given by: (i) personal delivery; (ii) registered

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or certified U.S. mail, postage prepaid, return receipt requested; (iii) a recognized overnight delivery service (receipt requested) such as FedEx or UPS; or (iv) facsimile if transmitted by a machine that produces a transmission report verifying the date and time of transmission and the telephone number to which transmitted, and a confirming hard copy is mailed to the recipient; and in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties). Notice given: (i) by personal delivery shall be effective upon delivery or refusal of delivery, whichever is earlier; (ii) by mail shall be effective upon receipt or three (3) business days after the postmark date, whichever is earlier; (iii) by overnight delivery service upon receipt or refusal of delivery, whichever is earlier; or (iv) by facsimile shall be effective on the date shown on the transmission receipt:

To Mortgagee: Cadence Bank
Attention: Carter Jennings
111 NW 24th Street, Fort Worth, Texas 76164

To Mortgagor: Mount Auburn Homes LLC, a Texas limited liability company
533 Highland Fairway Lane, Wylie, Texas 75098

N. **Termination of Deed of Trust.** If this Deed of Trust secures the payment of future Indebtedness, the fact of repayment of all Indebtedness to Mortgagee shall not terminate this Deed of Trust unless the same is released by Mortgagee at the request of Mortgagor. If this Deed of Trust does not secure the payment of future Indebtedness, on payment of the Indebtedness and all other amounts secured by this Deed of Trust, this Deed of Trust will have no further effect and Mortgagee will release it at Mortgagor's expense.

O. **Indemnity by Mortgagor and Borrower.** Subject to the limitation set forth below, Mortgagor and Borrower hereby indemnifies Mortgagee and each affiliate thereof and their respective officers, directors, employees, and agents from, and holds each of them harmless against, any and all losses, liabilities, claims, damages, costs, and expenses to which any of them may become subject, insofar as such losses, liabilities, claims, damages, costs, and expenses arise from or relate to any of the loan documents or any of the transactions contemplated thereby or from any investigation, litigation, or other proceeding, including, without limitation, any threatened investigation, litigation, or other proceeding relating to any of the foregoing, without intending to limit the remedies available to Mortgagee with respect to the enforcement of its indemnification rights as stated herein or as stated in any loan document, in the event any claim or demand is made or any other fact comes to the attention of Mortgagee in connection with, relating or pertaining to, or arising out of the transactions contemplated by this Agreement, which leads to liability of Mortgagee, Mortgagor and Borrower shall, immediately upon receipt of written notification of any such claim or demand, assume in full the personal liability for the defense of any such claim or demand and pay in connection therewith any loss, damage, deficiency, liability or obligation, including, without limitation, reasonable legal fees and court costs incurred in connection therewith. In the event of court action in connection with any such claim or demand, Mortgagor and Borrower shall assume in full the cost of the defense of any such action and shall immediately satisfy and discharge any final decree or judgment rendered therein. Mortgagee shall have, without a requirement to consult or gain approval from Mortgagor and Borrower, complete and absolute control over any defense of any such claim, demand or suit, including, but not limited, to the selection of counsel, determination of settlement, and any particular legal strategy or defense. Mortgagee may, in its reasonable discretion, make any payments sustained or incurred by reason of any of the foregoing; and Mortgagor and Borrower shall immediately repay to Mortgagee, in cash and not with proceeds of the Loan, the amount of such payment, with interest thereon at the maximum rate of interest permitted by applicable law from the date of such payment. Mortgagee shall have the right to join Mortgagor and Borrower as a Party Defendant in any legal action brought against Mortgagee, and Mortgagor and Borrower hereby consents to the entry of an order making Mortgagor and Borrower a Party Defendant to any such action. Without limiting any provision of this Agreement or of any other Loan Document, it is the express intention of the Parties hereto that each person to be indemnified under this Section shall be indemnified from and held harmless against any and all losses, liabilities, claims, damages, penalties, judgments, costs, and expenses (including out-of-pocket attorneys' fees) whether arising out of or resulting from the sole or contributory negligence of the person to be indemnified, but not with regard to such Party's gross negligence or willful misconduct.

P. **Counterparts.** This instrument may be simultaneously executed in a number of identical counterparts, each of which for all purposes shall be deemed an original. This agreement may also be executed separately by all or any of the parties and all such agreements shall collectively be deemed as an original executed agreement of all of the parties.

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EXECUTED on the date of acknowledgment to be effective as of February 5, 2024.

MORTGAGOR:

Mount Auburn Homes LLC,
a Texas limited liability company

By: [Signature]
Farid Khan, Manager

By: [Signature]
Mujahid Anwar, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on February 5, 2024, by Farid Khan, Manager of Mount Auburn Homes LLC, a Texas limited liability company.



[Signature]
Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on February 5, 2024, by Mujahid Anwar, Manager of Mount Auburn Homes LLC, a Texas limited liability company.



[Signature]
Notary Public Signature

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**EXHIBIT "A" TO DEED OF TRUST
AND ASSIGNMENT OF RENTS
FROM MOUNT AUBURN HOMES LLC, A TEXAS LIMITED LIABILITY COMPANY
TO CADENCE BANK**

Mortgaged Property:

Lot 9, Block 29/1615, MOUNT AUBURN ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 276, Map Records, Dallas County, Texas.

Lot 19, in Block 18/1613, of Mount Auburn Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 276, of the Map Records of Dallas County, Texas.

Lot 20, Block 18/1613, MOUNT AUBURN ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 276, Map Records, Dallas County, Texas.

together with all rights, privileges and appurtenances pertaining thereto and Improvements located thereon, including, but not limited to, all right, title, and interest of Mortgagor in and to permanently affixed or attached fixtures, adjacent roads, right-of-ways, alley, drainage facilities, easements and utility facilities, strips and gores between the described Real Property and abutting properties and all permits, authorities, licenses, consents, and bonds, if any.

Assignment of Lease: Mortgagee retains the rights at any time and from time to time to require Mortgagor to additionally secure the Indebtedness by a separate written assignment in recordable form of any or all leases of the Real Property.

The term "**Improvements and/or improvements**" as used herein means all existing and all future buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs and replacements on the Real Property plus all other Improvements as defined in the Loan Agreement, if any, all of which Mortgagor and Mortgagee hereby irrevocably declare to be real estate and part of the Real Property, including, but not limited to, all water, sewage and drainage facilities, wells, treatment plants, supply, collection and distribution systems, paving, landscaping and other improvements.

The term "**Leases**" as used herein means any oral or written agreement between Mortgagor and another person or entity to use or occupy all or any portion of the Mortgaged Property together with any guaranties or security for the obligations of any tenant, lessee, sublessee or other person or entity having the right to occupy, use or manage any part of such Mortgaged Property under a Lease. Each time Mortgagor enters a Lease, such Lease shall automatically become subject to this Agreement.

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**EXHIBIT "B" TO DEED OF TRUST
AND ASSIGNMENT OF RENTS
FROM MOUNT AUBURN HOMES LLC, A TEXAS LIMITED LIABILITY COMPANY
TO CADENCE BANK**

Permitted Exceptions: The following items are Permitted Exceptions to the extent they are valid and subsisting and affect the Mortgaged Property:

Covenants, conditions, restrictions, rights-of-way, easements and other matters of public record which are specifically referred to as Exceptions From Coverage in Schedule B in a Loan Policy of Title Insurance issued in connection with this deed of trust.

Notwithstanding the foregoing, the liens and security interests of this Deed of Trust are warranted to be first and prior liens on and security interests in the Mortgaged Property.

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Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202400023254

eRecording - Real Property

Recorded On: February 05, 2024 02:24 PM

Number of Pages: 20

" Examined and Charged as Follows: "

Total Recording: \$97.00

***** 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: 202400023254
Receipt Number: 20240205000648
Recorded Date/Time: February 05, 2024 02:24 PM
User: Lynn G
Station: Cc147

Record and Return To:

CSC Global



STATE OF TEXAS
COUNTY OF DALLAS

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 Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX