

real estate reports

Subject Property

6309 Porthole Ln
Fort Worth
TX 76179
APN: 42338130

Margo Gamble

Requested By:

Alicia Ponfick
Key Title - DFW
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Subject Property : **6309 Porthole Ln Fort Worth TX 76179**

Owner Information

Owner Name : **Stubbs Mallori Rachelle**

Mailing Address : **6309 Porthole Ln, Fort Worth TX 76179-2080 R125**

Owner Occupied
Indicator :

Location Information

Legal Description : **Villages Of Eagle Mountain The Block 13 Lot 2 Plat D217261990**

County : **Tarrant, Tx**

Alternate APN : **44715K132**

Census Tract / Block : **1140.09 / 2**

Subdivision : **Villages/eagle Mountain**

Legal Lot : **2**

Map Reference : **/ 2024-432**

Legal Block : **13**

School District : **Eagle Mt-saginaw Isd**

Market Area : **109**

Munic/Township : **Fort Worth**

APN : **42338130**

Last Market Sale Information

Recording/Sale Date : **01/22/2019 / 01/21/2019**

1st Mtg Amount/Type : **\$206,672 / Fha**

Sale Price : **\$208,738**

1st Mtg Document # : **219012031**

Sale Type : **Estimated**

1st Mtg Term : **30**

Document # : **219012030**

Price Per SqFt : **\$132.62**

Deed Type : **Special Warranty Deed**

Title Company : **Dhi Title**

Lender : **Service First Mtg Co**

Seller Name : **Dr Horton-tx Ltd**

Property Characteristics

Gross Area : **1,574**

Year Built / Eff : **2018 / 2018**

Condition : **Excellent**

Living Area : **1,574**

of Stories : **1**

Property Information

Land Use : **Sfr**

Lot Acres : **0.13**

Lot Size : **5,500**

County Use : **Resid Single Family**



Property Detail

Tax Information

Total Value : \$278,470	Tax Year : 2025	TARRANT COUNTY Tax / Rate : \$518.51/.1862
Land Value : \$65,000	Property Tax : \$6,625.30	CITY OF FORT WORTH Tax / Rate : \$1,865.75/.67
Improvement Value : \$213,470	Tax Rate Area : 220	ISD - EAGLE MOUNTAIN-SAGINAW Tax / Rate : \$3,468.90/1.2457
Assessed Year : 2025	Homeowner Exemption : Homestead	TARRANT COUNTY HOSP DIST Tax / Rate : \$459.48/.165
Improve % : 77%	Market Value : \$278,470	TARRANT COUNTY COLLEGE DIST Tax / Rate : \$312.67/.11228

Comparables

Sales Analysis

Criteria	Subject Property	Low	High	Average
Sale Price	\$208,738.72	\$230,775	\$368,699	\$301,238
Bldg/Living Area	1574	1345	1805	1666
Price Per Square Foot	\$132.62	\$129	\$222	\$180.46
Year Built	2018	1950	2020	2012
Lot Size	5,500	4,244	16,851	6,825
Bedrooms		2	3	3
Bathrooms		1	2	2
Stories	1	1	2	1
Total Assessed Value	\$278,470	\$190,237	\$322,989	\$271,089
Distance From Subject	0	0.04	0.55	0.25

Summary of Comparables

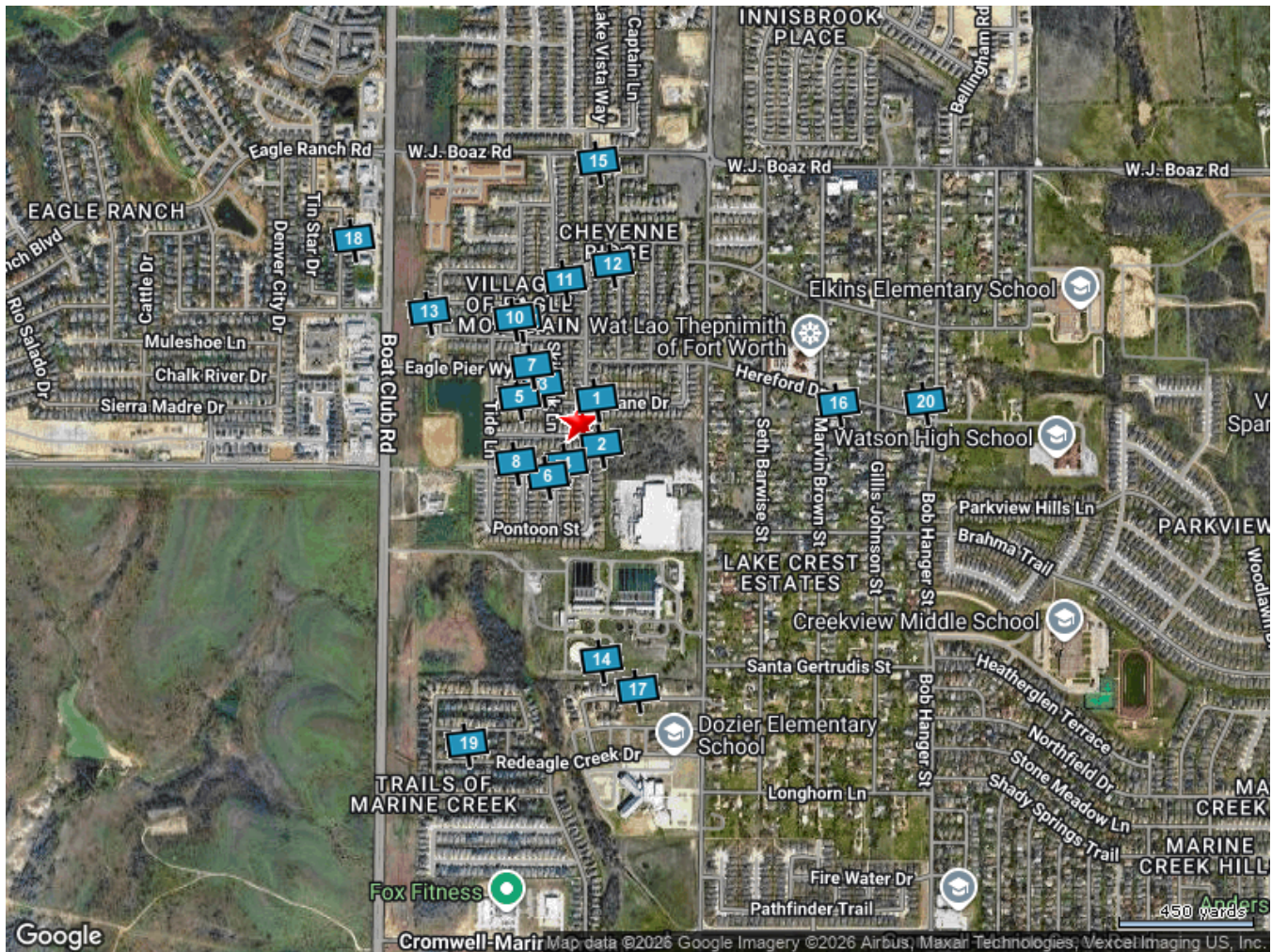
#	Address	Sale Price	Total Assessed Value	Sale Date	Bed	Bath	Living Area	Lot Size	Year Built	Dist (Miles)	Zoning
S	6309 Porthole Ln	208,738.72	278,470	01/22/2019			1,574	5,500	2018		
1	6300 Porthole Ln	322,304.13	309,099	07/01/2025			1,737	11,325	2018	0.04	
2	6940 Freeboard Way	350,312.5	226,544	08/04/2025			1,802	6,000	2018	0.05	
3	6329 Spokane Dr	294,000	312,980	03/19/2026			1,758	5,532	2017	0.08	
4	6920 Cruiser Ln	368,698.75	322,989	07/15/2025			1,802	5,500	2018	0.08	
5	6348 Porthole Ln	300,486.11	224,800	09/30/2025			1,772	5,500	2018	0.1	
6	6913 Cruiser Ln	305,445.21	223,687	09/03/2025			1,772	5,500	2018	0.1	
7	6336 Spokane Dr		275,622	03/11/2026			1,641	5,445	2017	0.11	
8	6921 Helm Ln	302,469.75	322,775	04/28/2025			1,805	5,500	2018	0.12	
9	6341 Skipper Ln	270,997.14	273,086	07/14/2025			1,524	5,488	2017	0.18	
10	6345 Skipper Ln	230,774.9	319,942	07/15/2025			1,792	5,445	2017	0.19	
11	7104 Wavecrest Way	305,445.21	320,588	05/06/2025			1,792	7,230	2018	0.22	
12	7141 Little Mohican Dr		227,321	01/14/2026	3	2	1,532	5,620	2007	0.25	
13	6396 Sails St	317,346.04	321,236	05/19/2025			1,792	6,577	2019	0.29	

Comparables

14	6264 Thunderwing Dr	289,100	275,842	03/18/2026			1,453	5,694	2019	0.38
15	6332 Apalachee Trl		269,265	03/16/2026	3	2	1,637	5,500	2004	0.41
16	7016 Marvin Brown St		192,268	07/03/2025	3	1	1,672	16,851	1950	0.41
17	6240 Red Falcon Dr	343,125	276,000	05/30/2025			1,543	5,017	2020	0.44
18	7228 Silver City Dr	267,660.1	190,237	12/31/2025	3	2	1,345	4,244	2009	0.45
19	6353 Redeagle Creek Dr	250,405.26	272,500	06/04/2025	3	2	1,463	5,500	2005	0.54
20	7025 Bob Hanger St		265,000	05/09/2025	2	1	1,677	13,024	2008	0.55

Distressed Sales =

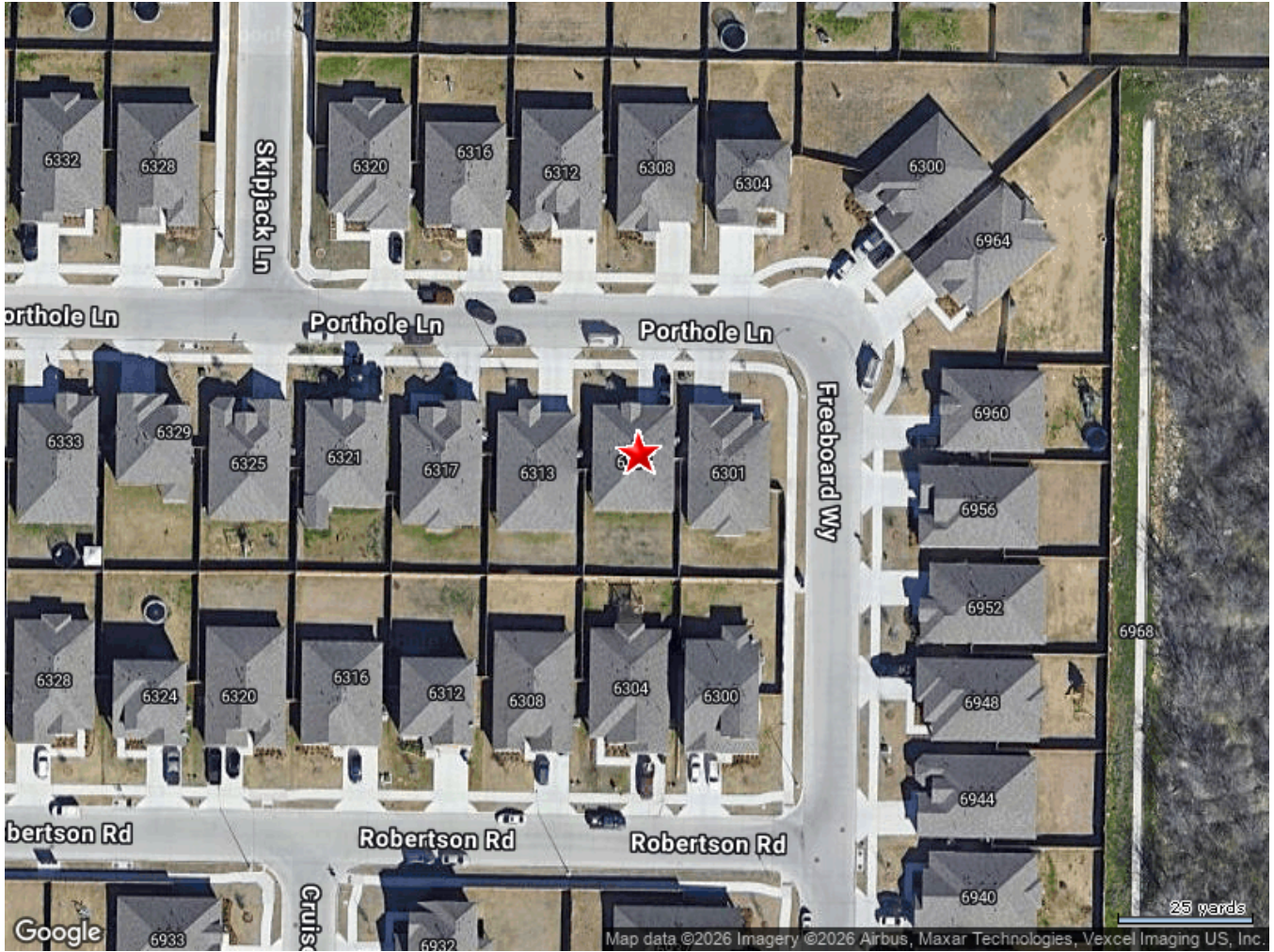
Map





Street Map

Subject Property : **6309 Porthole Ln Fort Worth TX 76179**



Sales History

Rec. Date : **01/22/2019**
 Sale Date : **01/21/2019**
 Sale Price : **\$208,738.72**
 Rec.Doc.No : **219012030**
 Doc. Type : **SPECIAL
WARRANTY
DEED**
 Sale Price Type : **ESTIMATED**
 Buyer : **Munoz Miguel A
Jr**
 Seller : **Dr Horton-tx Ltd**
 Title Company : **Dhi Title**
 Other Doc No :

Mortgage History

1st Mortgage Details

Mtg. Date :	06/22/2020	01/22/2019
Mtg. Amt :	\$206,472	\$206,672
Mtg. Doc. No :	220144832	219012031
Doc. Type :	DEED OF TRUST	DEED OF TRUST
Loan Type :	FHA	FHA
Mtg. Rate Type :		
Mtg. Term :	30 Years	30 Years
Mtg. Rate :		
Lender :	Pennymac Ln Svcs Llc	Service First Mtg Co
Borrower 1 :	Munoz Miguel A Jr	Munoz Miguel A Jr
Borrower 2 :	Stubbs Mallori R	Stubbs Mallori R
Borrower 3 :		
Borrower 4 :		



Public Schools :

Elementary Schools

Dozier Elementary

Distance **0.56 Miles**

6201 Redeagle Creek Dr Fort Worth TX 76179

Telephone : **(817) 847-6340**

School District : **Eagle Mt-saginaw Independent School District (isd)**

Lowest Grade : **Pre-K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **725**

Total Expenditure/Student :

Elkins Elementary

Distance **0.8 Miles**

7250 Elkins School Rd Fort Worth TX 76179

Telephone : **(817) 237-0805**

School District : **Eagle Mt-saginaw Independent School District (isd)**

Lowest Grade : **Pre-K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **653**

Total Expenditure/Student :

Lake Country Elementary

Distance **1.25 Miles**

7151 Lake Country Dr Fort Worth TX 76179

Telephone : **(817) 232-0880**

School District : **Eagle Mt-saginaw Independent School District (isd)**

Lowest Grade : **Pre-K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **699**

Total Expenditure/Student :



Parkview Elementary

Distance **1.29 Miles**

6225 Crystal Lk Dr Fort Worth TX 76179

Telephone : **(817) 237-5121**

School District : **Eagle Mt-saginaw
Independent School District
(isd)**

Lowest Grade : **Pre-K**

Highest Grade : **5th**

Kindergarten : **Yes**

School Enrollment :

Enrollment : **572**

Total Expenditure/Student :

Middle Schools

Creekview Middle

Distance **0.84 Miles**

6716 Bob Hanger Rd Fort Worth TX 76179

Telephone : **(817) 237-4261**

School District : **Eagle Mt-saginaw
Independent School District
(isd)**

Lowest Grade : **6th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **881**

Total Expenditure/Student :

Educational Willkie Middle

Distance **1.29 Miles**

6129 Texas Shiner Rd Fort Worth TX 76179

Telephone : **(817) 237-9631**

School District : **Eagle Mt-saginaw
Independent School District
(isd)**

Lowest Grade : **6th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **762**

Total Expenditure/Student :



Ilftexas Saginaw Middle

Distance **1.83 Miles**

500 Old Decatur Rd Saginaw TX 76179

Telephone : **(682) 250-3600**

School District : **International Leadership Of Texas (iltexas)**

Lowest Grade : **6th**

Highest Grade : **8th**

Kindergarten : **No**

School Enrollment :

Enrollment : **377**

Total Expenditure/Student :

High Schools

Alter Discipline Campus

Distance **0.78 Miles**

5901 Hereford Dr Fort Worth TX 76179

Telephone : **(817) 238-7925**

School District : **Eagle Mt-saginaw Independent School District (isd)**

Lowest Grade : **6th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **53**

Total Expenditure/Student :

Advanced Placement : **No**

Elmer C Watson High School

Distance **0.78 Miles**

5901 Hereford Dr Fort Worth TX 76179

Telephone : **(817) 238-7925**

School District : **Eagle Mt-saginaw Independent School District (isd)**

Lowest Grade : **9th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **95**

Total Expenditure/Student :

Advanced Placement : **No**



Boswell High School

Distance **1.21 Miles**

5805 W Bailey Boswell Rd Fort Worth TX 76179

Telephone : **(817) 237-3314**

School District : **Eagle Mt-saginaw
Independent School District
(isd)**

Lowest Grade : **9th**

Highest Grade : **12th**

School Enrollment :

Enrollment : **2683**

Total Expenditure/Student :

Advanced Placement : **No**

Local Business

Attractions / Recreation

Name	Address	Telephone	Distance (Miles)
The Educational Festival	6332 Redeagle Creek Dr Fort Worth Tx	(757) 647-1832	0.5
You Me Plus Company, Llc	6913 Bob Hanger St Fort Worth Tx	(817) 757-0967	0.54
Milan Art Rome	8013 Cripple Creek Dr Fort Worth Tx	(817) 371-1944	0.79
Club Mutt	5625 Heatherglen Ter Fort Worth Tx	(214) 909-4930	0.94

Banks / Financial

Name	Address	Telephone	Distance (Miles)
Cannon Mortgage Company	3216 Muleshoe Ln Fort Worth Tx	(817) 236-2934	0.55

Eating / Drinking

Name	Address	Telephone	Distance (Miles)
Starbucks Corporation	7017 Boat Club Rd Fort Worth Tx	(682) 304-9566	0.34
Sonic Llc	7101 Boat Club Rd Fort Worth Tx	(817) 236-1247	0.35
White Panda Llc	6324 Apalachee Trl Fort Worth Tx	(682) 224-6306	0.39
Eagle Mountain Tavern, Llc	7255 Boat Club Rd Fort Worth Tx	(817) 250-5355	0.47

Health Care Services

Name	Address	Telephone	Distance (Miles)
Compassion Health Services Llc	6309 Eagle Pier Way Fort Worth Tx	(314) 255-5733	0.12
Allied Business Collaborators	7125 Kickapoo Dr Fort Worth Tx	(469) 537-8444	0.22
Mhmr Of Tarrant County	6228 Winnebago Ct Fort Worth Tx	(469) 226-5901	0.39
Aston William & Melissa Dr	7201 Boat Club Rd Fort Worth Tx	(817) 750-2233	0.41

Organizations / Associations

Name	Address	Telephone	Distance (Miles)
Saginaw Community Church	7009 Gillis Johnson St Fort Worth Tx	(817) 237-4002	0.44
Preacher On Wheels	7317 Little Mohican Dr Fort Worth Tx	(561) 371-5159	0.45
lpray4u Ministries Llc	7236 Tin Star Dr Fort Worth Tx	(940) 882-2010	0.48



Local Business

Trinity Baptist Temple	6045 Wj Boaz Rd Fort Worth Tx	(817) 237-4255	0.59
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Personal Services

Name	Address	Telephone	Distance (Miles)
Fireproof Athletics Llc	7032 Bob Hanger St Fort Worth Tx	(682) 472-0416	0.59
Beyond The Movement	7117 Bunk House Dr Fort Worth Tx	(817) 996-1292	0.65

Shopping

Name	Address	Telephone	Distance (Miles)
Palm Harbor Homes, Inc.	6901 Bowman Roberts Rd Fort Worth Tx	(817) 237-7205	0.17
Eagle Base	6800 Bowman Roberts Rd Fort Worth Tx	(817) 237-9005	0.33
Salo Investment, L.p.	7345 Boat Club Rd Fort Worth Tx	(214) 869-3625	0.52
James L Hammett	6640 Cascade Canyon Trl Fort Worth Tx	(972) 527-2925	0.66



Neighbors

6308 ROBERTSON RD

Distance **0.02 Miles**

Owner Name : Fkh Sfr Propco D Lp	Subdivision : Villages/eagle Mountain
Sale Date : 03/11/2021	Recording Date : 04/06/2021
Total Value : \$259,087	Property Tax : \$6,164.15
Land Use : Sfr	Lot Acres : 0.13
Stories : 1	Living Area : 1,772
Yr Blt / Eff Yr Blt : 2018 / 2018	APN : 42338393

6321 PORTHOLE LN

Distance **0.03 Miles**

Owner Name : Tanida Nicolette	Recording Date : 05/05/2023
Sale Date : 05/04/2023	Sale Price : \$315,362.40
Total Value : \$233,915	Property Tax : \$5,565.26
Land Use : Sfr	Lot Acres : 0.13
Stories : 1	Living Area : 1,574
Yr Blt / Eff Yr Blt : 2018 / 2018	APN : 42338164
Subdivision : Villages/eagle Mountain	

6316 PORTHOLE LN

Distance **0.03 Miles**

Owner Name : Ramos Armando Alexander Figuer	Recording Date : 09/07/2021
Sale Date : 08/27/2021	Sale Price : \$247,925.71
Total Value : \$278,470	Property Tax : \$6,625.30
Land Use : Sfr	Lot Acres : 0.13
Stories : 1	Living Area : 1,574
Yr Blt / Eff Yr Blt : 2018 / 2018	APN : 42337516
Subdivision : Villages/eagle Mountain	

6325 PORTHOLE LN

Distance **0.04 Miles**

Owner Name : Hafele Robert G	Recording Date : 03/18/2019
Sale Date : 03/15/2019	Sale Price : \$220,990
Total Value : \$221,453	Property Tax : \$5,268.77
Land Use : Sfr	Lot Acres : 0.13
Stories : 1	Living Area : 1,737
Yr Blt / Eff Yr Blt : 2018 / 2018	APN : 42338172
Subdivision : Villages/eagle Mountain	



Neighbors

6320 PORTHOLE LN

Distance **0.04 Miles**

Owner Name : **Green Zachary Alexander Godley**
Sale Date : **03/29/2022**
Total Value : **\$322,989**
Land Use : **Sfr**
Stories : **1**
Yr Blt / Eff Yr Blt : **2018 / 2018**
Subdivision : **Villages/eagle Mountain**

Recording Date : **03/30/2022**
Sale Price : **\$324,782.67**
Property Tax : **\$7,684.49**
Lot Acres : **0.14**
Living Area : **1,802**
APN : **42337508**

6948 FREEBOARD WAY

Distance **0.04 Miles**

Owner Name : **Heidenreich David**
Sale Date : **07/15/2021**
Total Value : **\$322,989**
Land Use : **Sfr**
Stories : **1**
Yr Blt / Eff Yr Blt : **2018 / 2018**
Subdivision : **Villages/eagle Mountain**

Recording Date : **07/21/2021**
Sale Price : **\$265,312.50**
Property Tax : **\$7,684.49**
Lot Acres : **0.14**
Living Area : **1,802**
APN : **42337613**

6320 ROBERTSON RD

Distance **0.04 Miles**

Owner Name : **Fortune Christopher P**
Sale Date : **03/20/2019**
Total Value : **\$316,662**
Land Use : **Sfr**
Stories : **1**
Yr Blt / Eff Yr Blt : **2018 / 2018**
Subdivision : **Villages/eagle Mountain**

Recording Date : **03/21/2019**
Sale Price : **\$219,155.86**
Property Tax : **\$7,533.96**
Lot Acres : **0.13**
Living Area : **1,772**
APN : **42338369**

6305 SPOKANE DR

Distance **0.05 Miles**

Owner Name : **Garcia Isamuel**
Sale Date : **04/18/2018**
Total Value : **\$315,000**
Land Use : **Sfr**
Stories : **2**
Yr Blt / Eff Yr Blt : **2017 / 2017**
Subdivision : **Villages/eagle Mountain**

Recording Date : **04/20/2018**
Sale Price : **\$306,337.50**
Property Tax : **\$7,577.89**
Lot Acres : **0.13**
Living Area : **2,418**
APN : **42267879**



Neighbors

6309 SPOKANE DR

Distance **0.05 Miles**

Owner Name : **Pena Federico**

Recording Date : **04/15/2024**

Sale Date : **04/12/2024**

Sale Price : **\$296,519.84**

Total Value : **\$278,056**

Property Tax : **\$6,689.14**

Land Use : **Sfr**

Lot Acres : **0.13**

Stories : **1**

Living Area : **1,581**

Yr Blt / Eff Yr Blt : **2017 / 2017**

APN : **42267887**

Subdivision : **Villages/eagle Mountain**

6301 SPOKANE DR

Distance **0.05 Miles**

Owner Name : **Ashworth Teri M**

Subdivision : **Villages/eagle Mountain**

Total Value : **\$330,000**

Property Tax : **\$7,938.74**

Land Use : **Sfr**

Lot Acres : **0.13**

Stories : **2**

Living Area : **2,314**

Yr Blt / Eff Yr Blt : **2017 / 2017**

APN : **42267861**

Demographics

Census Tract / block: 1140.09 / 2 Year: 2020

Household

Population		Population by Age	
Count:	8,006	0 - 11	
Estimate Current Year:	8,006	12 - 17	
Estimate in 5 Years:	8,006	18 - 24	9.76%
Growth Last 5 Years:		25 - 64	56.32%
Growth Last 10 Years:		65 - 74	4.41%
		75+	
Household Size		Household Income	
Current Year:	2,106	0 - \$25,000	2.47%
Average Current Year:	3.8	\$25,000 - \$35,000	0.62%
Estimate in 5 Years:	2,106	\$35,000 - \$50,000	3.28%
Growth Last 5 Years:		\$50,000 - \$75,000	15.95%
Growth Last 10 Years:		\$75,000 - \$100,000	17.43%
Male Population:	54.8%	Above \$100,000	60.26%
Female Population:	45.2%	Average Household Income:	\$108,659
Married People:	61.18%		
Unmarried People:	38.82%		

Housing

Median Mortgage Payments		Home Values	
Under \$300:	0%	Below \$100,000:	1.67%
\$300 - \$799:	18.36%	\$100,000 - \$150,000:	0%
\$800 - \$1,999:	39.47%	\$150,000 - \$200,000:	6.64%
Over \$2,000:	42.17%	\$200,000 - \$300,000:	50.18%
Median Home Value:	\$283,200	\$300,000 - \$500,000:	41.51%
Unit Occupied Owner:	79.39%	Above \$500,000:	0%
Median Mortgage:	\$1,506		



Demographics

Rent Payments		Year Built	
Unit Occupied Renter:	20.61%	1999 - 2000	
Median Gross Rent:	\$2,153	1995 - 1998	
Less Than \$499	0%	1990 - 1994	
\$500 - \$749	0%	1980 - 1989	13.15%
\$750 - \$999	0%	1970 - 1979	0%
\$1000 and Over	100%	1900 - 1969	0%

Education

Enrollment			
Public Pre-Primary School:	0%	Not Enrolled in School:	67.65%
Private Pre-Primary School:	0.29%	Not A High School Graduate:	14.34%
Public School:	25.58%	Graduate Of High School:	33.79%
Private School:	6.77%	Attended Some College:	22.38%
Public College:	5.11%	College Graduate:	21.48%
Private College:	3.62%	Graduate Degree:	8.01%

Workforce

Occupation:			
Manager/Prof:	29.65%	Private Worker:	73.43%
Technical:		Government Worker:	16.06%
Sales:	26.13%	Self Employed Worker:	0.49%
Administrative:		Unpaid Family Worker:	3.76%
Private House Hold:		Farming:	8.59%
Service:	12%	Skilled:	
Protective Services:		Blue-Collar:	32.23%
Commute Time			
Less Than 15 Min:	24.81%		
15 min - 28 min:	29.94%		
30 min - 57 min:	36.36%		
Over 60 min:	8.89%		

County: TARRANT

Violent Crime (Ratio)

Assault

	County	State	Nation
Total:	1:76	1:69	1:87
Gun:	1:1,244	1:1,682	1:2,070
Knife:	1:1,660	1:1,732	1:2,402

Homicide

	County	State	Nation
Total:	1:26,421	1:22,678	1:20,935
Manslaughter:	1:null	1:1,238,625	1:522,140

Robbery

	County	State	Nation
Total:	1:869	1:857	1:878
Gun:	1:1,770	1:1,755	1:2,429
Knife:	1:13,496	1:10,617	1:12,854

Non Violent Crime (Ratio)

Burglary

	County	State	Nation
Total:	1:117	1:127	1:149
Forced Entry:	1:178	1:196	1:263
Non-Forcible:	1:371	1:402	1:463
Attempted:	1:4,322	1:3,605	1:2,450

Motor Vehicle Theft

	County	State	Nation
Total:	1:416	1:400	1:408
Auto:	1:700	1:722	1:618
Truck/Bus:	1:1,329	1:1,209	1:3,019

D219012030 1/22/2019 10:13 AM PGS 3 Fee: \$24.00 Submitter: SIMPLIFILE

Electronically Recorded by Tarrant County Clerk in Official Public Records

Mary Louise Nicholson
Mary Louise Nicholson

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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.

January 21, 2019

Loan Number: 29701731072

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

THAT **D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP**, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by **MIGUEL ANGEL MUNOZ JR AND MALLORI RACHELLE STUBBS, HUSBAND AND WIFE**, whose mailing address is, 6309 PORTHOLE LANE, FORT WORTH, TX 76179, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of one certain Promissory Note in the principal sum of (\$206,672.00) **TWO HUNDRED SIX THOUSAND SIX HUNDRED SEVENTY-TWO AND NO/100**, of even date herewith, payable to the order of **SFMC, LP DBA SERVICE FIRST MORTGAGE COMPANY** hereinafter called "Mortgagee," bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to **MICHAEL BURNS, ATTORNEY AT LAW, P.O. BOX 992, ALLEN, TX 75013**, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above-described note, said Vendor's Lien and Deed of Trust lien against said property securing the payment of said Note are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the following described property, to-wit:

LOT 2, BLOCK 13, OF VILLAGES OF EAGLE MOUNTAIN, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. D217261990, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said

DMIGPH 180-181705228

Special Warranty Deed With Vendor's Lien



Loan Number: 29701731072

premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under him, but not otherwise.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns."

It is expressly agreed that the Vendor's lien is retained in favor of the payee of said Note against the above-described property, premises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.

EXECUTED this 27th day of January, 2019.

RHR _____ Date
D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP



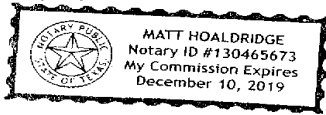
Loan Number: 29701731072

STATE OF TEXAS
County of Tarrant

Before me a notary public on this day personally appeared
Ruth M. Besenby, as a partner of D.R. Horton - Inca Del Norte, a Texas limited partnership, on behalf of said limited partnership
known to me (or proved to me on the oath of _____) or through
_____ to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration
therein expressed.

GIVEN under my hand and stamp of office this 21st day of January, 2019.

(Seal)



Notary Public

Matt Hoaldrige
Title of Notarial Officer

My Commission Expires: 12-10-19

After Recording, Please Mail To Grantee: **MIGUEL ANGEL MUNOZ JR**
6309 PORTHOLE LANE
FORT WORTH, TX 76179



Loan Document

Page 1 of 13

D220144832 6/22/2020 1:38 PM PGS 13 Fee: \$67.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records *Mary Louise Nicholson*
Mary Louise Nicholson

When recorded, mail to:
PennyMac Loan Services, LLC C/O Deutsche Bank National Trust Company
Attn: Team PennyMac/Correspondent Final Documents
1761 E. Saint Andrews Place
Santa Ana, CA 92705

This document was prepared by:
Heather Marchlinski
Devlin & Avant, P.C.
1800 Bering, Suite 310
Houston, TX 77057
713-840-9414

[Space Above This Line For Recording Data]

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

FHA Case No.
513-1782909-703-203B

MN: 1007159-7000532970-9
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.
(A) "Security Instrument" means this document, which is dated April 11, 2020, together with all Riders to this document.
(B) "Borrower" is MIGUEL ANGEL MUNOZ, JR. AND MALLORI RACHELLE STUBBS, HUSBAND AND WIFE.

Borrower is the grantor under this Security Instrument.
(C) "Lender" is PennyMac Loan Services, LLC.

Lender is a Delaware Limited Liability Company, organized and existing under the laws of Delaware.
Lender's address is 3043 Townsgate Road, Suite 200, Westlake Village, CA 91361

Lender includes any holder of the Note who is entitled to receive payments under the Note.
(D) "Trustee" is Heather Marchlinski.



Trustee's address is **1800 Bering, Suite 310, Houston, TX 77057.**

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

(F) "Note" means the promissory note signed by Borrower and dated **April 11, 2020**. The Note states that Borrower owes Lender **TWO HUNDRED SIX THOUSAND FOUR HUNDRED SEVENTY TWO AND NO/100^{ths}** Dollars (U.S. **\$206,472.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **May 1, 2050**.

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

(H) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

- Adjustable Rate Rider Condominium Rider Planned Unit Development Rider
- Other(s) (specify)

Renewal and Extension

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" under RESPA.

(R) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

of Tarrant [Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

Lot 2, Block 13, of Villages of Eagle Mountain, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Map or Plat thereof Recorded in Document No. D217261990, Official Public Records of Tarrant County, Texas.

APN #: 44715K-13-2



which currently has the address of **6309 Porthole Lane, Fort Worth,**
 Texas **76179** ("Property Address"):
 [Zip Code]

[Street] [City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

- First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note; and,
- Fifth, to late charges due under the Note.

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

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

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



The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

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

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

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 24 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

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

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

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

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

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

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

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

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

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



Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all



sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

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

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

22. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.



(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

23. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Section 23.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

24. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 24, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

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

If the Property is sold pursuant to this Section 24, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Section 22, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Section 24 or applicable law.

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

26. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

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

27. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due



and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

28. **Partial invalidity.** In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

29. **Purchase Money; Ovelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:**

Purchase Money.

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

Ovelty of Partition.

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

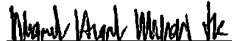
Renewal and Extension of Liens Against Homestead Property.


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

Acknowledgment of Cash Advanced Against Non-Homestead Property.

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

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


MIGUEL ANSEL MUNOZ, JR. 04/11/2020 (Seal) DATE


MALLORI RACHELLE STUBBS 4-11-2020 (Seal) DATE

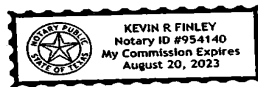


State of TEXAS

County of TARRANT

Before me, KEVIN R. FINLEY, on this day personally appeared MIGUEL ANGEL MUNOZ, JR. AND MALLORI RACHELLE STUBBS, known to me (or proved to me on the oath of or through ADILE) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of APRIL, 2020.



Kevin R. Finley
(Notary Public Signature) KEVIN R. FINLEY

Lender: PennyMac Loan Services, LLC
NMLS ID: 35953
Loan Originator: Susan Aowrang
NMLS ID: 1023139



MIN: 1007159-7000532970-9

FHA Case No.
513-1782909-703-203B

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11th day of April, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to PennyMac Loan Services, LLC, a Delaware Limited Liability Company

("Lender") of the same date and covering the Property described in the Security Instrument and located at:
6309 Porthole Lane
Fort Worth, TX 76179.

The Property Address is a part of a planned unit development ("PUD") known as Villages of Eagle Mountain

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

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then:
 - (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
 - (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
 Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.





Document Images

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

Miguel Angel Munoz Jr 04/11/2020 (Seal)
MIGUEL ANGEL MUNOZ, JR. DATE

Mallori Rachelle Stubbs 4-11-2020 (Seal)
MALLORI RACHELLE STUBBS DATE

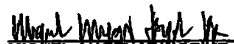


LOAN #: 7004645252
MIN: 1007159-7000532970-9


RENEWAL AND EXTENSION EXHIBIT

This RENEWAL AND EXTENSION EXHIBIT is incorporated and shall be deemed to amend and supplement the Deed of Trust ("Security Instrument") of even date herewith. Security Instrument is granted by the Borrower(s) ("Borrower") to secure Borrower's Indebtedness ("Note") to Lender (sometimes referred to as the "Beneficiary" or "Holder of the Note"), the Note secured hereby is in renewal and extension but not in extinguishment of that indebtedness, whether one or more, described as follows:

Vendor's Lien retained in Deed Dated January 21, 2019, executed by D.R. Horton-Texas, LTD., a Texas Limited Partnership, to Miguel Angel Munoz Jr. and Mallori Rachelle Stubbs, husband and wife, filed for record in Instrument Number D219012030, Official Public Records, Tarrant County Texas, securing the payment of one note of even date therewith in the sum of \$206,672.00 payable to the order of Mortgage Electronic Registration Systems, Inc., as nominee for SFMC, LP dba Service First Mortgage Company, MIN 10013020000290244, and being additionally secured by Deed of Trust executed by Miguel Angel Munoz Jr. and Mallori Rachelle Stubbs, husband and wife dated January 21, 2019 to Michael Burns, Attorney at Law, Trustee(s); said Deed of Trust filed for record on January 22, 2019, in Instrument Number D219012031, Tarrant County, Texas.



MIGUEL ANGEL MUNOZ, JR. 04/11/2020 (Seal)
DATE



MALLORI RACHELLE STUBBS 4/11/2020 (Seal)
DATE

Elie Mae, Inc.

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