

30 YEAR FULL SEARCH REPORT

Order Number: 79-378331-47

Subject Property: 107 CRESTWOOD DRIVE JASPER, TX 75951

> Search Start Date: 01/08/1993

> > Effective: 01/08/2023

Completed: 01/09/2023

AFX RESEARCH, LLC

A Quarter-Century of Title Document Research Expertise 999 Monterey St. Suite 380, San Luis Obispo, CA 93401 (877) 848-5337 / www.afxllc.com Order #: 79-378331-47 | Completed: 01/09/2023 | Effective: 01/08/2023

PROPERTY AND OWNERSHIP INFORMATION

Owner's Name(s): LARISA L COFFMAN

Street Address: 107 CRESTWOOD DRIVE

City, State Zip Code: JASPER, TX 75951

APN/Parcel/PIN: 007660001600 County: JASPER

000000027988

Legal Description: LOT PT OF 8 & ALL OF 10 CRESTWOOD 1216/321 0.31 ACRES

DEED CHAIN

Instrument 1. WARRANTY DEED

Date Recorded: 01/13/2021 Book/Page: 1216/321

Dated: 12/19/2020

Grantor(s): LANDRY REAL ESTATE INVESTMENTS LLC

Grantee(s): LARISA L COFFMAN

Instrument 2. WARRANTY DEED

Date Recorded: 09/08/2020 Book/Page: 1203/618

Dated: 09/04/2020

Grantor(s): WAYKAT INC

Grantee(s): LANDRY REAL ESTATE INVESTMENTS LLC

Notes: LANDRY IS ERRONEOUSLY LISTED AS GRANTOR

Instrument 3. WARRANTY DEED

Date Recorded: 11/15/2016 Book/Page: 1080/83

Dated: 11/15/2016

Grantor(s): JANET R LOWE, INDIVIDUALLY AND AS BENEFICIARY OF THE ESTATE OF THOMAS J LOWE,

DECEASED

Grantee(s): WAYKAT INC

Instrument 4. **DEED IN LIEU OF FORECLOSURE**

Date Recorded: 08/14/2014 Book/Page: 1009/454

Dated: 08/08/2014

Grantor(s): RICHARD L BARRETT AND NARINTIP S BARRETT

Grantee(s): THOMAS J LOWE AND JANET R LOWE



DEED CHAIN (con't...)

Instrument 5. WARRANTY DEED

Date Recorded: 07/21/2011 Book/Page: 917/368

Dated: 07/19/2011

Grantor(s): THOMAS J LOWE AND JANET R LOWE

Grantee(s): RICHARD L BARRETT AND NARINTIP S BARRETT

Notes: THOMAS J LOWE AND JANET R LOWE GAINED TITLE IN 1989

THIS IS THE OLDEST DEED OF RECORD FOUND WITHIN SCOPE OF SEARCH.

TAX INFORMATION						
Year:	Property Tax Status:	Due Date:	Amount:			
2022	DUE		\$2,161.66			
		Land Value:	\$3,960.00			
		Building/Improvements:	\$91,259.00			
		Total Assessed Value:	\$95,219.00			

MORTGAGES AND DEEDS OF TRUST

Instrument 1. **DEED OF TRUST**

Date Recorded: 09/08/2020 Book/Page: 1203/622

Dated: 09/04/2020 Original Amount: \$37,314.78

Mortgagor(s): LANDRY REAL ESTATE INVESTMENTS LLC

Mortgagee(s): JUSTIN MICHAEL BRUCKS

Trustee(s): JEREMY FOSTER

NOTES

NO RELEASE FOUND

Instrument 2. DEED OF TRUST

Date Recorded: 01/13/2021 Book/Page: 1216/324

Dated: 12/19/2020 Original Amount: \$65,925.84

Mortgagor(s): LARISA LYNN COFFMAN

Mortgagee(s): LANDRY REAL ESTATE INVESTMENTS LLC

Trustee(s): J A FOSTER & ASSOCIATES PLLC



Order #: 79-378331-47 | Completed: 01/09/2023 | Effective: 01/08/2023

JUDGMENTS, UCC, AND LIENS

NO JUDGMENTS, UCC'S, OR LIENS FOUND.

MISCELLANEOUS INSTRUMENTS

NO MISCELLANEOUS INSTRUMENTS FOUND.



THANK YOU FOR YOUR ORDER

For questions, please contact our office at 1-877-848-5337.

Order Number: 79-378331-47

The Full Search provides ownership and encumbrance information dating back 30 years and up to present time. The report will verify property ownership, check property tax status and report on any encumbrances recorded during the search period, including: mortgages, taxes, leases, liens, and judgments.

Our professional network of trained researchers follow established industry protocols and use client-supplied property information to complete this Full Search. The report includes:

- Deed information within the scope of search term (i.e. grantor, grantee, recording dates)
- Property tax status, when available
- Lien and judgment information (i.e. creditor, amounts, and recording dates)
- Copies of all listed instruments

DISCLAIMER

This report was prepared for the intended use of AFX Research, LLC (AFX) and client, exclusively. This report is not a guarantee of title, nor a commitment to insure, nor a policy of title insurance. No warranty, expressed or implied, is made whatsoever in connection with this report. AFX Research, LLC specifically disclaims the making of any such warranties, including without limitation, merchantability or fitness for a particular use or purpose. The information contained in this report is retrieved as it is recorded from the various agencies that make it available. The total liability is limited to the fee paid for this report.



DEEDS EXHIBIT



298420 B: OPR V: 1216 P: 321 DVL 01/13/2021 12:15 PM Total Pages: 3 Fee: 30.00 Debbie Newman, County Clerk - Jasper County, Texas

ALAMO TITLE COMPANY GF <u>0000050000810</u>

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date:

December 19, 2020

Grantor:

Landry Real Estate Investments, LLC, a Texas limited liability company

Grantor's Mailing Address: 1106 Tanglewood Dr. Mansheld, TX 76063

Grantee:

Larisa Lynn Coffman

Grantee's Mailing Address: 107 CYCS+WOOD DY. Jaspay, TX 75951

Consideration: A note of even date executed by Grantee and payable to the order of Landry Real Estate Investments, LLC ("Lender") in the principal amount of SIXTY-FIVE THOUSAND NINE HUNDRED TWENTY-FIVE AND 84/100 DOLLARS (\$65,925.84). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to J. A. Foster & Associates, PLLC, trustee.

Property (including any improvements): Lot Ten (10) and the South one-third of Lot Eight (8) of the Crestwood Subdivision to the City of Jasper, Jasper County, Texas, according to the Plat recorded in Volume 1, Page 47, Plat Records, Jasper County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2021 and subsequent years; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Grantor, for the Consideration and subject to the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor

Property are retained for the benefit of Lende Grantor.	er and are transferred to Lender without recourse against
When the context requires, singular not	ans and pronouns include the plural.
	Tanda Bal Estat Investments II C a Towns limited linkility
	Landry Real Estate Investments, LLC, a Texas limited liability company,
	2-1-
	Signature
	Tanne I and
	Printed Name
	Mangalla Member
	Title
STATE OF TEXAS	
COUNTY OF Tarrant	
Before me, Nathan Bas	
name is subscribed to the foregoing instrument an	d acknowledged to me that Tonner Land executed
the same as the act of Landry Real Estate In	nvestments, LLC, a Texas limited liability company as its and consideration therein expressed.
Given under my hand and seal of office thi	s_21_day of, 2020.
	DA
NATHAN F. BASSETTO Notary Public, State of Texas	Notary Public, State of Texas
Comm. Expires 07-13-2021 Notary ID 129476306	
Months Notary to 1234 655	
	A PETER A POOR PRICE RETURN TO
PREPARED IN THE OFFICE OF: J. A. Foster & Associates PLLC	AFTER RECORDING RETURN TO:
1169 North Burleson Blvd., Suite 107-221	
Burleson, Texas 76028	
Tel: (817) 629-0567	

FILED AND RECORDED

Instrument Number: 298420 B: OPR V: 1216 P: 321

Filing and Recording Date: 01/13/2021 12:15:42 PM Pages: 3 Recording Fee: \$30.00 I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the PUBLIC RECORD of Jasper County, Texas.



DEBETS NEWMAN

Debbie Newman, County Clerk Jasper County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

NOTE: Do not remove. This page is part of the official public record.

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.

WARRANTY DEED WITH VENDOR'S LIEN (202115JTA)

Date: September 4, 2020

296153 B: OPR V: 1203 P: 618 DVL 09/08/2020 12:24 PM Total Pages: 4 Fee: Debbie Newman, County Clerk - Jasper County, Tax

Grantor:

WAYKAT, INC.

医排放性多级性的复数 医动物性外 医多种性毒素性大胆性炎 经外汇人金属的

Grantor's Mailing Address:

Post Office Box 1329 Jasper, Jasper County, Texas 75951

Grantor:

LANDRY REAL ESTATE INVESTMENTS, LLC

Grantor's Mailing Address:

1106 Tanglewood Drive Mansfield, Tarrant County, Texas 76063

TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND Consideration: VALUABLE CONSIDERATION including a note of even date that is in the principal amount of THIRTY SEVEN THOUSAND, THREE HUNDERED FOURTEEN and 78/100 Dollars (U.S. \$37,314.78) and is executed by Grantee, payable to the order of JUSTIN MICHAEL BRUCKS. The note is secured by a vendor's lien retained in favor of JUSTIN MICHAEL BRUCKS in this deed and by a deed of trust of even date from Grantee to JEREMY FOSTER, Trustee.

Property (including any improvements):

BEING Lot Ten (10) and the South one-third of Lot Eight (8) of the Crestwood Subdivision to the City of Jasper, Jasper County, Texas, according to the Plat recorded in Volume 1, Page 47, Plat Records, Jasper County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

- (a) Any appearing of record in Jasper County, Texas.
- (b) Grantor specifically understands and acknowledges that any and all mineral interest, or royalties therefrom, if any, owned by Grantor, are being conveyed hereby to Grantee.

(c) GRANTEE ACCEPTS PROPERTY AND ANY IMPROVEMENTS IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE, IMPLIED OR EXPRESSED, INCLUDING BUT NOT LIMITED TO MARKETABILITY, HABITABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY STATED IN THIS DEED.

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 anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The Vendor's Lien against and superior title to the property are retained until each Note described is fully paid according to its terms, at which time this Deed shall become absolute. JUSTIN MICHAEL BRUCKS, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described herein. The vendor's lien and superior title to the property are retained for the benefit of JUSTIN MICHAEL BRUCKS and are transferred to that party without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

WAYKAT, IN

DWAYNE PAGE, PRESIDENT

THE STATE OF TEXAS

S

COUNTY OF JASPER

8

The foregoing Warranty Deed was acknowledged before me by the said **Dwayne Page**, **President of Waykat**, Inc. this the 4th day of September, 2020 on behalf of said corporation.

NOTARY

PUBLIC, STATE OF TEXAS

Warranty Deed Page 2

GRANTOR:

LANDRY REAL ESTATE INVESTMENTS, LLC

BY: TANNER LANDRY, MANAGING MEMBER

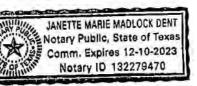
THE STATE OF TEXAS

S

COUNTY OF JARGANT 8

The foregoing Warranty Deed was acknowledged before me by the said Tanner Landry, Managing Member of Landry Real Estate Investments, LLC on September 3rd, 2020 on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS



After Recording Return to:

Jasper Title & Abstract Co. P. O. Box 758 Jasper, Texas 75951 Prepared in the Law Office of:

T. Alan Hart P. O. Box 2047 Jasper, Texas 75951

Warranty Deed Page 3

FILED AND RECORDED

Instrument Number: 296153 B: OPR V: 1203 P: 618

Filing and Recording Date: 09/08/2020 12:24:05 PM Pages: 4 Recording Fee: \$34.00 I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the PUBLIC RECORD of Jasper County, Texas.



DEBASE NEWMAN

Debbie Newman, County Clerk Jasper County, Texas

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NOTE: Do not remove. This page is part of the official public record.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

8

COUNTY OF JASPER

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

KNOW ALL MEN BY THESE PRESENTS: That I, Janet R. Lowe, Individually and as sole beneficiary of the Estate of Thomas J. Lowe, Deceased of Tomball, Texas, hereinafter called GRANTOR, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration to me in hand paid by Waykat, Inc. whose mailing address is P.O. Box 1329, Jasper, Texas 75951, hereinafter called GRANTEE, the receipt of which is hereby acknowledged and confessed, and the further sum of Forty Thousand and no/100 (\$40,000.00) Dollars evidenced by an installment promissory note herewith, executed by GRANTEE and payable to the order of Jeff Copeland, hereinafter referred to as LENDER, said note being payable as therein provided; and which note represents funds advanced by LENDER to the GRANTOR herein in payment of part of the purchase price for the property herein conveyed, made at the request of and as a loan to the GRANTEE;

And in addition to the vendor's lien retained herein in favor of LENDER securing the payment of the indebtedness described herein, the GRANTEE executed a Deed of Trust herewith and with said note to David Davenport, Trustee;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEE, the following described land, to-wit:

BEING Lot Ten (10) and the South one-third of Lot Eight (8) of the Crestwood Subdivision to the City of Jasper, Jasper County, Texas, according to the Plat recorded in Volume 1, Page 47, Plat Records, Jasper County, Texas.

TO HAVE AND TO HOLD the herein described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs, successors and assigns forever, and GRANTOR does hereby bind herself, her heirs, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that a vendor's lien is created herein in favor of LENDER, and the said LENDER shall hold superior title in and to the herein described property, premises and improvements, and the title in GRANTEE will not become absolute until the above-described note, together with all renewals and extensions thereon, and all interest and other charges therein stipulated are fully paid, according to the face and effect and reading 272837 B: OPR V: 1080 P: 83 DVL
11/15/2016 01:10 PM Total Pages: 3 Fee 30 00
Debbie Newman County Clerk Jasper County Taxas

thereof, when this Deed shall become absolute; and it shall be as if the vendor's lien were retained in favor of the GRANTOR herein and assigned by proper assignment to LENDER without recourse on GRANTOR in any manner for the payment of said indebtedness, and the GRANTOR hereby GRANTS, SELLS AND TRANSFERS unto LENDER the vendor's lien and note above-described, as well as any and all other right, title and interest owned or held by us in said land by virtue of the note and lien hereinabove described.

SIGNED on this the 15 day of November, 2016

Janet K. Lowe, Individually and as sole beneficiary of the Estate of Thomas J.

Lowe, Deceased

STATE OF TEXAS

8

COUNTY OF JASPER

8

This instrument was acknowledged before me by Janet R. Lowe, Individually and as sole beneficiary of the Estate of Thomas J. Lowe, Deceased on this the 6 day of November,

2016.

Notary Public, State of Texas

GARY H GATLIN
Notary Public, State of Texas.
Notary ID # 404801-5
My Commission Expires
February 7, 2020

FILED AND RECORDED

Instrument Number: 272837 B: OPR V: 1080 P: 83

Filing and Recording Date: 11/15/2016 01:10:45 PM Pages: 3 Recording Fee: \$30.00 I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the PUBLIC RECORD of Jasper County, Texas.



DEBESS NEWMAN

Debbie Newman, County Clerk Jasper County, Texas

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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 IN LIEU OF FORECLOSURE

Date: August 8, 2014

Grantor: RICHARD L. BARRETT and NARINTIP S. BARRETT

Grantor's Mailing Address:

327 S. Jupiter Allen, Texas 75002

Grantee: THOMAS J. LOWE and JANET R. LOWE

Grantee's Mailing Address:

22607 Two Lakes Drive Tomball, Texas 77375

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration including the cancellation of that one certain promissory note as described in Warranty Deed with Vendor's Lien dated July 19, 2011, executed by Thomas J. Lowe and Janet R. Lowe to Richard L. Barrett and Narintip S. Barrett, recorded in Volume 917, Page 368, Official Public Records Jasper County, Texas; additionally secured by Deed of Trust dated July 19, 2011 in the principal amount of \$90,000.00 from Richard L. Barrett and Narintip S. Barrett to T. Alan Hart, Trustee for Thomas J. Lowe and Janet R. Lowe, recorded in Volume 917, Page 370, Official Public Records, Jasper County, Texas.

Property (including any improvements):

BEING Lot Ten (10) and the South one-third of Lot Eight (8) of the Crestwood Subdivision to the City of Jasper, Jasper County, Texas, according to the map or plat of said Subdivision recorded in Volume 1, Page 47, Plat Records of Jasper County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Any appearing of record in Jasper County, Texas.

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 anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

NARINTIP S. BARRETT

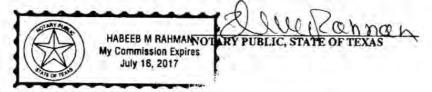
258264 B: OPR V: 1009 P: 454 D 08/14/2014 02:53 PM Total Pages 3 Fee 30 0 Debbie Newman County Clerk - Jasper County, Texas

This instrument was prepared from information furnished by the parties and no examination has been made and no opinion has been given by the firm preparing this instrument as to the title to or the description of the property involved.

THE STATE OF TEXAS COUNTY OF < ALC 1 ~ 1

60:00

The foregoing <u>Deed in Lieu of Foreclosure</u> was acknowledged before me by the said <u>RICHARD L. BARRETT and NARINTIP S. BARRETT</u>, on August ________, 2018.



After Recording Return to:

Prepared in the Law Office of:

T. Alan Hart P.O. Box 2047 Jasper, Texas 75951

T. Alan Hart

FILED AND RECORDED

Instrument Number: 258264 B: OPR V: 1009 P: 454

Filing and Recording Date: 08/14/2014 02:53:44 PM Pages: 3 Recording Fee: \$30.00 I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the PUBLIC RECORD of Jasper County, Texas.



DEBSIS NEWMAN

Debbie Newman, County Clerk Jasper County, Texas

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REG 917 PAGE 368

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: July 19, 2011

Grantor: THOMAS J. LOWE and JANET R. LOWE

Grantor's Mailing Address:

22607 Two Lakes Drive Tomball, Texas 77375

Grantee: RICHARD L. BARRETT and NARINTIP S. BARRETT

Grantee's Mailing Address:

107 Crestwood Jasper, Jasper County, Texas 75951

Consideration:

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION including a note of even date that is in the principal amount of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) and is executed by Grantee, payable to the order of THOMAS J. LOWE and JANET R. LOWE. The note is secured by a vendor's lien retained in favor of THOMAS J. LOWE and JANET R. LOWE in this deed and by a deed of trust of even date from Grantee to T. ALAN HART, Trustee.

Property (including any improvements):

BEING Lot Ten (10) and the South one-third of Lot Eight (8) of the Crestwood Subdivision to the City of Jasper, Jasper County, Texas, according to the map or plat of said Subdivision recorded in Volume 1, Page 47, Plat Records of Jasper County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

- (A) Any appearing of record in Jasper County, Texas.
- (B) Grantor specifically understands and acknowledges that unless reserved herein, any and all mineral interest, or royalties therefrom, if any, owned by Grantor, are being conveyed hereby to Grantee.
- (C) GRANTEE ACCEPTS PROPERTY AND IMPROVEMENTS IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE, IMPLIED OR EXPRESSED, INCLUDING BUT NOT LIMITED TO MARKETABILITY, HABITABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY STATED IN THIS DEED.

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 right and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs,

REE 917 PAGE 369

The Vendor's Lien against and superior title to the property are retained until each Note described is fully paid according to its terms, at which time this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

JANET R. LOWE

This instrument was prepared from information furnished by the parties and no examination has been made and no opinion has been given by the firm preparing this instrument as to the title to or the description of the property involved.

GRANTEE:

THE STATE OF TEXAS COUNTY OF JASPER

The foregoing Warranty Deed with Vendor's Lien was acknowledged before me by the said THOMAS J. LOWE and JANET R. LOWE on July 19,

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS COUNTY OF JASPER

The foregoing Warranty Deed with Vendor's Lien was acknowledged before me by the said RICHARD L. BARRETT and NARINTIP S. BARRETT on July 19, 2011.

NOTARY PUBLIC, STATE OF TEXAS

Prepared in the Law Office of:

T. Alan Hart

T. Alan Hart P.O. Box 2047 Jasper, Texas 75951

After Recording Reform 15:

236434

STATE OF TEXAS COUNTY OF JASPER I HEREBY CERTIFY THAT THIS instrument was filed on the Date and time stamped hereby by me and was duly Recorded in the Official Public Records of Jasper County Texas on

FILED FOR RECORD

2011 JUL 21 P 1: 23

Warranty Deed With Vendor's Lien Page 2

JUL 21 2011





MORTGAGES / DEEDS OF TRUST EXHIBIT



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 (GF No. 202115JTA)

Date: September 4, 2020

Grantor: LANDRY REAL ESTATE INVESTMENTS, LLC

Grantor's Mailing Address:

1106 Tanglewood Drive Mansfield, Texas 76063

Trustee: JEREMY FOSTER

Trustee's Mailing Address:

1169 N. Burleson Blvd., Ste 107-221 Burleson, Texas 76028

Beneficiary: JUSTIN MICHAEL BRUCKS

Beneficiary's Mailing Address:

5730 Farnsworth Avenue Fort Worth, Texas 76107

Note(s):

Date: September 4, 2020 Amount: \$37,314.78

Maker: LANDRY REAL ESTATE INVESTMENTS, LLC

Payee: JUSTIN MICHAEL BRUCKS

Final Maturity Date: January 1, 2030 or upon sale or conveyance of said property by

Grantor

Property (including any improvements): BEING Lot Ten (10) and the South one-third of Lot Eight (8) of the Crestwood Subdivision to the City of Jasper, Jasper County, Texas, according to the Plat recorded in Volume 1, Page 47, Plat Records, Jasper County, Texas.

Prior Lien(s) (including recording information):

None.

Other Exceptions to Conveyance and Warranty:

Any appearing of record in the office of the County Clerk of Jasper County, Texas.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

- Keep the property in good repair and condition;
- Pay all taxes and assessments on the property when due and furnish evidence of such payment upon request;
 - Preserve the lien's priority as it is established in this Deed of Trust;



- Maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - provides flood insurance at any time the property is in a flood hazard area; and,
 - f. contains such other coverage as Beneficiary may reasonably require;
- Comply at all times with the requirements of the 80% coinsurance clause;
- Deliver the insurance policy to Beneficiary and delivery renewals to Beneficiary at least ten days before expiration;
- Keep any buildings occupied as required by the insurance policy; and.
- If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments

Beneficiary's Rights

- Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
- 2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
- Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
- 4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, , plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts The sum to be reimbursed shall be secured by this Deed of Trust.
- 5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - declare the unpaid principal balance on the note immediately due;
 - request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and,
 - purchase the property at any forcelosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

- either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended:
- sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
 - 3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - to Beneficiary, the full amount of principal, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and,
 - d. to Grantor, any balance.

General Provisions

- 1. If any of the property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchase. If Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
- Recitals in any Trustee's deed conveying the property will be presumed to be true.
- Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- 4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
- If any portion of the note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
- 6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sales in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
- Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipt as long as Grantor is not in default under the note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

- 8. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as if the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provisions overrides other provisions in this and all other instruments concerning the debt.
 - When the context requires, singular nouns and pronouns include the plural.
 - 10. The term "note" includes all sums secured by this Deed of Trust.
- 11. This Deed of Trust shall bind, insure to the benefit of, and be exercised by successors in interest of all parties.
- 12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
- 13. Grantor represents that this Deed of Trust and the note are given for the following purposes:

The debt evidenced by the note is payment of the purchase price of the property; the debt is secured by both this Deed of Trust and by a Vendor's Lien on the property, which is expressly retained in a deed to Grantor of even date. This Deed of Trust does not waive the Vendor's Lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this Deed of Trust.

- 14. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment full of all sums secured by this Security Instrument. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Security Instrument. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Security Instrument. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Security instrument without further notice or demand on Grantor.
- 15. This conveyance is also may in trust to secure and enforce the payment of all other indebtednesses of the makers of said note to Beneficiary presently existing or which may in any manner or means hereafter be incurred by the makers of said note and evidences in any manner whatsocver, either by notes, advances, overdrafts, bookkeeping entries or any other method or means, it being expressly agreed and understood that any and all sums now owed to or hereafter advanced by said Beneficiary to the makers of said note shall be payable to JUSTIN MICHAEL BRUCKS, 5730 Farnsworth Avenue, Fort Worth, Texas 76107, and evidences of indebtedness given by the makers of said note to said Beneficiary; and this instrument is also executed for the purpose of securing and enforcing the payment of any renewal and extension of any note or of any part of the said indebtedness of the makers of said note, and including any further loans and advancements made by said Beneficiary to the makers of said note under the provisions hereof. The fact of repayment of all indebtedness of the makers of said note to said Beneficiary shall not terminate this mortgage unless the makers be so released by said beneficiary at the request of the makers of said note; but otherwise it shall remain in full force and effect to secure all future advances and indebtednesses, regardless of any additional security that may be taken as to any past or future indebtedness, and shall be unaffected by any renewals, extensions or partial releases hereunder.
- 16. It is further understood and agreed that if any of the timber of any kind or nature located on the property herein covered by this lien is sold or the land is leased for oil and

gas purposes, all bonus money, rents and revenues received by Grantor shall be paid to Beneficiary, or, its assigns, and by said Beneficiary or its assigns, applied to the unpaid balance of the note secured hereby; provided, however that the application of any such sums to the reduction of such balance shall not effect a delay in the date on which any installment provided by such note shall become due, but shall be applied so as to reduce the number of installments.

- 17. In the event this Deed of Trust is involved in litigation, bankruptcy or forcelosure proceedings, and the Beneficiary deems, in its sole discretion, it necessary to be a party to such litigation, bankruptcy or foreclosure, then Maker shall be liable to the Beneficiary for reasonable attorneys fees and all costs incurred and such amounts shall either be reimbursed by the Maker to the Beneficiary or added to the principal sum of this indebtedness, such decision being made by the Beneficiary in its sole discretion.
- 18. If one or more riders, attachments or exhibits are executed by Borrowers and/or recorded together with this Security Instrument, the covenants and agreements of each such instrument shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if such instruments were a part of this Security Instrument.

SIGNED on this the 4th day of September, 2020.

LANDRY REAL ESTATE INVESTMENTS, LLC

BY: TANNER LANDRY MANAGING MEMBER

COUNTY OF ASLUANT

The foregoing Deed of Trust was acknowledged before me by the said Tanner Landry, Managing Member of Landry Real Estate Investments, LLC on September 3, 2020 on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS

JANETTE MARIE MADLOCK DENT
Notary Public, State of Texas
Comm. Expiras 12-10-2023
Notary ID 132278470

After Recording Return to:

Prepared in the Law Office of:

Jasper Title & Abstract Co. P. O. Box 758 Jasper, Texas 75951 T. Alan Hart P. O. Box 2047 Jasper, Texas 75951

Deed of Trust Page 5

FILED AND RECORDED

Instrument Number: 296154 B: OPR V: 1203 P: 622

Filing and Recording Date: 09/08/2020 12:24:05 PM Pages: 6 Recording Fee: \$42.00 I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the PUBLIC RECORD of Jasper County, Texas.



DEBETS NEWMAN

Debbie Newman, County Clerk Jasper County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

NOTE: Do not remove. This page is part of the official public record.

298421 B: OPR V: 1216 P: 324 DT 01/13/2021 12:15 PM Total Pages: 8 Fee: 50.00 Debbie Newman, County Clerk - Jasper County, Texas

GF (1000) 950000810

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

Basic Information

Date:

December 19, 2020

Grantor:

Larisa Lynn Coffman

Grantor's Mailing Address: 10

1 Crestwood Dr. Josper, Td 75951

Trustee:

J. A. Foster & Associates, PLLC

Trustee's Mailing Address: 1169 North Burleson Blvd., Suite 107-221, Burleson, Texas 76028

Lender:

Landry Real Estate Investments, LLC, a Texas limited liability company

Lender's Mailing Address: 1106 Tanglewood Drive, Mansfield, Texas 76063

Obligation

Note:

Date: December 19, 2020

Original principal amount:

\$65,925.84

Borrower:

Larisa Lynn Coffman

Lender: Landry Real Estate Investments, LLC, a Texas limited liability company

Maturity date: January 1, 2051

Terms of Payment:

As provided in the note.

Other Debt:

None.

Property (including any improvements):

Lot Ten (10) and the South one-third of Lot Eight (8) of the Crestwood Subdivision to the City of Jasper, Jasper County, Texas, according to the Plat recorded in Volume 1, Page 47, Plat Records, Jasper County, Texas.

- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

- C.I. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
- C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
- C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.
- C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
- C.5. If, Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

(A) the Grantor is required to:

- keep the collateral insured against damage in the amount the Lender specifies;
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and
- (iii) name the Lender as the persons to be paid under the policy in the event of a loss;

Prior Lien:

None.

Other Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantor or subject to which title is taken by Grantor; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2021 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantor; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2 Grantor agrees to-

- a. keep the Property in good repair and condition;
- pay all taxes and assessments on the Property before delinquency, not authorize a
 taxing entity to transfer its tax lien on the Property to anyone other than Lender,
 and not request a deferral of the collection of taxes pursuant to section 33.06 of
 the Texas Tax Code;
- defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;

of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

- E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
 - E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
- E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.
- E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
- E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
- E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.
- E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
- E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
 - E.10. When the context requires, singular nouns and pronouns include the plural.

valorem taxes pursuant to Lender's rights as set forth in this instrument.

E.23. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

Layra Lynn Coffman

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COUNTY OF Sasper

Before me, Lisa Diess, on this day personally appeared Larisa Lynn Coffman, proved to me through Diese to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Larisa Lynn Coffman executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of Dec , 2020.

LISA NIESS
Notary Public, State of Texas
Comm. Expires 12-26-2022
Notary ID 131835193

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

J. A. Foster & Associates PLLC 1169 North Burleson Blvd., Suite 107-221 Burleson, Texas 76028 Tel: (817) 629-0567

AFTER RECORDING RETURN TO:

Landry Real Estate Investments, LLC 1106 Tanglewood Drive Mansfield, Texas 76063

- (B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and
- (C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.
- C.7. If a default exists in payment of the Obligation or performance of Grantor obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-
 - declare the unpaid principal balance and earned interest on the Obligation immediately due;
 - exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
 - direct Trustee to foreclose this lien, in which case Lender or Lender's agent will
 cause notice of the foreclosure sale to be given as provided by the Texas Property
 Code as then in effect; and
 - d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
- C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

- D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
 - D.3. from the proceeds of the sale, pay, in this order-
 - expenses of foreclosure, including a reasonable commission to Trustee;
 - to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
- D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense

298421 B: OPR V: 1216 P: 331 01/13/2021 12:15:42 PM Page 8 of 8

FILED AND RECORDED

Instrument Number: 298421 B: OPR V: 1216 P: 324

Filing and Recording Date: 01/13/2021 12:15:42 PM Pages: 8 Recording Fee: \$50.00 I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the PUBLIC RECORD of Jasper County, Texas.



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DEBETS NEWMAN

Debbie Newman, County Clerk Jasper County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

NOTE: Do not remove. This page is part of the official public record.

- E.11. The term Note includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
- E.12. Grantor will furnish to Lender or other holder of the Note annually, before taxes become delinquent, copies of tax receipts showing that all taxes on the Property have been paid. Grantor will annually furnish to Lender or other holder of the Note evidence of current paid-up insurance naming Lender or other holder of the Note as an insured.
- E.13. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.
- E.14. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.
- E.15. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
 - E.16. If Grantor and Borrower are not the same person, the term Grantor includes Borrower.
- E.17. Grantor and each surety, endorser, and guaranter of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.
- E.18. Grantor will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantor in this Deed of Trust.
- E.19. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.
- E.20. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
 - E.21. The term Lender includes any mortgage servicer for Lender.
- E.22. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad