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THIS SECURITY INSTRUMENT SECURES A TEXAS HOME EQUITY LINE OF CREDIT
Return to: Dawn Tatak/AGS
5455 Detroit Rd, STE B
Sheffield Village, OH 44054
440-716-1820
DEFINED BY SECTION 50(a)(6), and Section 50(t),
ARTICLE XVI OF THE TEXAS CONSTITUTION

**TEXAS HOME EQUITY LINE OF CREDIT DEED OF TRUST
AND SECURITY AGREEMENT**

237678604

(Collateral Includes Fixtures)

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made as of this 2nd day of June, 2016, by and among:

GRANTOR (Include Address)

AGNES C DELATORRE, and

STEVEN DELATORRE, wife and husband

2420 CHIMNEY ROCK RD

HOUSTON, TX 77056-0000

TRUSTEES
(COLLECTIVELY, "TRUSTEE")

Brant Standridge

Lisa M. Tragemann

Frank Caple

2001 Ross Avenue, Suite 2700

Dallas, TX 75201-2929

BENEFICIARY
BRANCH BANKING AND
TRUST

COMPANY, a

North Carolina banking corporation
P.O. Box 1290, Whiteville, NC 28472

The Debt, on the date hereof, is evidenced by a Note and/or other Document described by name, parties, dollar amount and date as follows:

Line of Credit dated June 02, 2016 in the maximum amount of \$ 250,000.00 executed by: STEVEN DELATORRE and AGNES DELATORRE

(the "Borrower" if not the Grantor), having a maturity date of June 2, 2041 which may be evidenced by and shall be at all times deemed to include, any and all other notes or other Documents now or hereafter evidencing any debt whatsoever incurred by Grantor or Borrower and payable to Beneficiary, the terms of which are incorporated herein by reference.

INTEREST LIMITATION. In no event will the interest contracted for, charged or received under the Note, plus any other charges that are deemed to be interest under applicable law, exceed the maximum amount or rate of interest permitted by applicable law. Any interest or other charges paid in excess of the maximum amount or rate permitted by law shall be applied by Beneficiary to reduce the principal balance of the Debt, or at Beneficiary's option, be refunded to Grantor. To the extent permitted by applicable law, the determination of the maximum amount or rate of interest shall at all times be made by amortizing, prorating, allocating and spreading over the period of the full stated term of the loan all interest at any time contracted for, charged or received from Grantor in connection with the Note and the Debt, so that the actual rate of interest on account of such Debt is uniform throughout the term of the loan.

RP-2016-275466

The real property which is the subject of this Deed of Trust is located in the County of HARRIS, in the State of Texas, and the legal description and the chain of title reference of the real property are set forth as follows:

SEE EXHIBIT A

RP-2016-275466

STATEMENT OF PURPOSE: In this Deed of Trust reference shall be made simply to the "Note or other Document", and such a reference is deemed to apply to all of the instruments which evidence or describe the Debt, or which secure its payment, and to all renewals, extensions and modifications thereof, whether heretofore or hereafter executed, and includes without limitation all writings described generally and specifically on the first page of this Deed of Trust in numbered paragraph 1. This Deed of Trust shall secure the performance of all obligations of Grantor and of Borrower to Beneficiary which are described in this Deed of Trust, in the Note or other Document, and such performance includes the payment of the Debt. In this Deed of Trust the definition of "Debt" includes: (i) the principal; (ii) all accrued interest including possible fluctuations of the interest rate if so provided in the Note or other Document; (iii) all renewals or extensions of any obligation under the Note or other Document (even if such renewals or extensions are evidenced by new notes or other documents); and (iv) all other obligations of Grantor to Beneficiary which are described in this Deed of Trust, or in the Note or other Document, (for example, payment of the attorneys fees of the Beneficiary, insurance premiums and ad valorem taxes).

NOW, THEREFORE, for the purposes and under the conditions described in this Deed of Trust and in consideration of the Debt and the mutual promises of Grantor and Beneficiary, Grantor hereby conveys to Trustee, in trust, with power of sale, the real property described in this Deed of Trust, together with any improvements, equipment and fixtures existing or hereafter placed on or attached to this real property, all proceeds thereof and all other appurtenant rights and privileges. The term "the Property" shall include this real property, any such improvements, fixtures, and also all appurtenant rights and privileges.

TO HAVE AND TO HOLD the Property, to Trustee, its successors and assigns, but upon the trust, and under the terms and conditions of this Deed of Trust, to which Grantor, Trustee and Beneficiary hereby agree:

1. PERFORMANCE BY GRANTOR. Grantor shall fulfill all of Grantor's obligations as specified in this Deed of Trust, the Note or other Document.
2. TAXES, DEEDS OF TRUST, OTHER ENCUMBRANCES. Grantor shall make timely payment of all ad valorem taxes, assessments or other charges or encumbrances which may constitute a lien upon the Property. Grantor shall timely pay and perform any obligation, covenant or warranty contained in any other deed of trust or writing (herein Other Deed of Trust) which gives rise to any or which may constitute a lien upon any of the Property. Grantor shall upon request of Beneficiary promptly furnish satisfactory evidence of such payment or performance. Grantor shall not enter into, terminate, cancel or amend any lease affecting the Property or any part thereof without the prior written consent of Beneficiary. Grantor shall timely pay and perform all terms of any lease or sublease of the Property or any part thereof.
3. INSURANCE. Grantor shall continuously maintain insurance on all improvements which are now existing and which might hereafter become part of the Property against loss by fire, flood and other hazards, casualties and contingencies in such amounts and for such periods as may be required from time to time by Beneficiary, and shall pay promptly, when due, any premiums on the insurance. Grantor may furnish the required insurance coverage through an insurance policy that is in existence and that is owned or controlled by Grantor or an insurance policy obtained from an insurance company authorized to do business in Texas. Grantor may obtain the insurance through Beneficiary. Such insurance may be sold or obtained by Beneficiary at a premium or rate of charge that is not fixed or approved by the Texas Insurance Commissioner. If Grantor obtains the insurance through Beneficiary, Grantor has 5 days from the date of this loan to furnish equivalent coverage from another source. If it is determined at any time that any of the Property is located in a flood hazard area as defined in the Flood Disaster Protection Act 1973, Grantor shall obtain and maintain flood insurance on Property at Grantor's expense for as long as this Deed of Trust is in effect. Flood insurance coverage shall be in an amount equal to the lesser of (i) the maximum amount secured as set forth herein or (ii) the maximum limit of coverage made available for the particular type of property under the law.

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If Grantor shall fail to procure or maintain hazard or flood insurance coverage in the specified amount for the Property within a reasonable time of receiving notice from Beneficiary of either the requirement or of the lapse of an existing policy, Beneficiary may, but is not obligated to, expend for the account of Grantor any sums which may be necessary to purchase the required hazard or flood insurance, which shall be fully secured by this Deed of Trust and which shall accrue interest from the time expended until paid at the rate set forth in the Note or other Document. All insurance shall be carried with companies approved by Beneficiary that are authorized to do business in Texas or eligible as a surplus lines insurer, and shall contain a loss payable clause (New York long form) in favor of and in a form acceptable to Beneficiary. Grantor shall cause all policies and renewals thereof to be delivered to Beneficiary. In the event of loss, Grantor shall give immediate written notice to Beneficiary, and Beneficiary may make proof of loss if such is not made promptly by Grantor. Each insurer is hereby expressly authorized and directed by Grantor to make payment for the loss directly and solely to Beneficiary. Beneficiary may apply the insurance proceeds, or any part thereof, in its sole discretion and at its option, either to the reduction of Debt or to the restoration or repair of any portion of the Property damaged, but Beneficiary shall not be obligated to see to the proper application of any amount paid over to Grantor.

4. ESCROW DEPOSITS. Upon demand of Beneficiary, Grantor shall add to each payment required under the Note or other Document the amount estimated by Beneficiary to be sufficient to enable Beneficiary to pay as they become due all taxes, charges, assessments, and insurance premiums which Grantor is required to pay. Further, any deficiency occasioned by an insufficiency of such additional payments shall be deposited by Grantor with Beneficiary upon demand.

5. PRESERVATION AND MAINTENANCE OF THE PROPERTY. Grantor shall keep the Property in as good order and repair as it now is (reasonable wear and tear excepted) and shall neither commit nor permit any waste or any other occurrence or use which might impair the value of the Property. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Property or make or permit any structural alteration thereof without Beneficiary's prior written consent.

6. COMPLIANCE WITH LAWS. Grantor shall regularly and promptly comply with any applicable legal requirements of the United States, the State of Texas or other governmental entity, agency or instrumentality relating to the use or condition of the Property.

7. CONDEMNATION AWARD. Any award for the taking of, or damages to, all or any part of the Property or any interest therein upon the lawful exercise of the power of eminent domain shall be payable solely to Beneficiary, which may apply the sums so received to payment of the Debt.

8. PAYMENTS BY BENEFICIARY. If Grantor or Borrower shall be in default in the timely payment or performance of any of Grantor's or Borrower's obligations, the Note or other Document, under this Deed of Trust or Other Deed of Trust, Beneficiary may, but it is not obligated to, expend for the account of Grantor any sums, expenses and fees which Beneficiary believes appropriate for the protection of the Property and the maintenance and execution of this trust. Any amounts so expended shall be deemed principal advances fully secured by this Deed of Trust, shall bear interest from the time expended until paid at the rate of interest accruing on the Note or other Document, and shall be due and payable on demand.

9. LEASEHOLDS, CONDOMINIUM OR PLANNED UNIT DEVELOPMENT. Grantor agrees to comply with the provisions of any lease, if this Deed of Trust secures an interest in a leasehold. If the Property includes a unit in a condominium development or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, conditions, restrictions, bylaws or regulations governing the condominium regime or the planned unit development.

10. SECURITY INTEREST. All the fixtures and equipment which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the aforesaid land and conveyed therewith. As to the balance of the fixtures, this Deed of Trust shall be considered to be a security agreement which creates a security interest in such fixtures for the benefit of Beneficiary. In that regard, Grantor grants to Beneficiary all of the rights and remedies of a secured party under the Texas Uniform Commercial Code. Grantor agrees to execute and deliver to Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. Grantor hereby irrevocably (as long as the Debt remains unpaid) makes, constitutes and appoints Beneficiary as the true and lawful attorney of Borrower to sign the name of Grantor on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests. However to the extent allowed by law, this Deed of Trust shall be a financing statement sufficient to perfect and maintain any security interest created hereby in the Property and its Proceeds.

11. GRANTOR'S CONTINUING OBLIGATION. This Deed of Trust shall remain as security for full payment of the Debt and for performance of any obligation evidenced by the Note or other Document, notwithstanding any of the following: (a) the sale or release of all or any part of the Property; (b) the assumption by another party of Grantor's obligations under this Deed of Trust, the Note or other Document; (c) the forbearance or extension of time for payment of the Debt or for performance of any obligations under this Deed of Trust, the Note or other Document, whether granted to Grantor or to a subsequent owner of the Property; or (d) the release of any party who has assumed payment of the Debt or who assumed any other obligations under this Deed of Trust, the Note or other Document. None of the foregoing shall, in any way, affect the full force and effect of the lien of this Deed of Trust or impair Beneficiary's right to a deficiency judgment in the event Grantor commits actual fraud in connection with the Note, this Deed of Trust or the loan application. "Actual fraud" means that Grantor or any person acting at Grantor's direction or with Grantor's knowledge or consent (a) gives Beneficiary materially false, misleading, or inaccurate information or statements; (b) fails to provide material information regarding the loan; or

(c) commits any other action or inaction that is determined to be actual fraud. Material representations include statements concerning Grantor's occupancy of the Property as Grantor's Texas homestead, the statements and promises contained in any document that Grantor signs in connection with the loan, and the execution of an acknowledgment of fair market value of the Property. If Grantor commits actual fraud, Grantor will be in default of the Note and this Deed of Trust and may be held personally liable for the Debt. In the absence of actual fraud, Beneficiary may enforce the Note and this Deed of Trust only against the Property, and not against Grantor personally.

12. **MULTIPLE TRUSTEES; SUBSTITUTION OF TRUSTEE.** If more than one trustee is named as Trustee herein or subsequently appointed pursuant to the terms hereof, then any Trustee, acting alone, may exercise all powers granted to Trustee under this instrument, without the need for joinder of or action by any other Trustee(s). Beneficiary shall have the unqualified right to remove any individual designated as Trustee on the first page of this Deed of Trust, and to appoint one or more substitute or successor Trustees. Each appointment shall be in writing, but without the necessity of recordation, notice to Grantor, or any other action or formality. Any such removal or appointment may be made at any time and from time to time without notice, without specifying any reason therefor and without any court approval. Any such appointee shall become fully vested with title to the Property and with all rights, powers and duties conferred upon the individual originally designated as Trustee, in the same manner and to the same effect as though that party were named herein as the original Trustee.

13. **INDEMNIFICATION IN EVENT OF ADVERSE CLAIMS.** In the event that Beneficiary or Trustee voluntarily or otherwise shall become parties to any suit or legal proceeding involving the Property, to the extent permitted by applicable law, they shall be saved harmless and shall be reimbursed by Grantor for any amounts paid, including all costs, charges and attorney's fees incurred in any such suit or proceeding, and the same shall be secured by this Deed of Trust and payable upon demand.

14. **INSPECTION.** Beneficiary may at any reasonable time and from time to time make or cause to be made reasonable entries upon, investigations, and inspections of the Property, including without limitation any inspections or investigations such as sampling and testing which may be necessary or desirable to review compliance with Environmental Laws.

15. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that Grantor now occupies and uses the Property as Grantor's homestead for purposes of Texas law and the Texas Constitution, that Grantor is seized of the Property in fee simple, has the right to convey the same in fee simple, that title to the Property is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, subject only to any declarations, easements, restrictions or encumbrances listed in the title opinion or title insurance policy which Beneficiary obtained in the transaction in which Beneficiary obtained this Deed of Trust.

16. **ATTORNEYS' FEES.** In the event that Grantor or Borrower shall default in its obligations under this Deed of Trust, the Note or other Document, and Beneficiary employs an attorney to assist in the collection of the Debt or to enforce compliance of Grantor with any of the provisions of this Deed of Trust, the Note or other Documents or in the event Beneficiary or Trustee shall become parties to any suit or legal proceeding (including any proceeding conducted before any United States Bankruptcy Court) concerning the Property, concerning the lien of this Deed of Trust, concerning collection of the Debt or concerning compliance by Grantor with any of the provisions of this Deed of Trust, the Note or other Document, Grantor shall pay Beneficiary's reasonable attorneys' fees and all of the costs that may be incurred, and such fees and costs shall be secured by this Deed of Trust and its payment enforced as if it were a part of the Debt. Grantor shall be liable for such attorneys' fees and costs whether or not any suit or proceeding is commenced.

17. **ANTI-MARSHALLING PROVISIONS.** Trustee and Beneficiary may grant releases at any time and from time to time of all or any portion of the Property (whether or not such releases are required by agreement among the parties) agreeable to Trustee and Beneficiary without notice to or the consent, approval or agreement of other parties and interests, including junior lienors and purchasers subject to the lien of this Deed of Trust, and such releases shall not impair in any manner the validity of or priority of this Deed of Trust on that portion of the Property remaining subject to this Deed of Trust, nor release Grantor from personal liability for the Debt in the event Grantor has committed actual fraud. Notwithstanding the existence of any other security interests in the Property held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies available to Beneficiary, and Beneficiary shall further have the right to determine the order in which any or all portions of the Debt are satisfied from the proceeds realized upon the exercise of any remedy it has. Grantor, or any party who consents to this, or any party who has actual or constructive notice hereof, hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

18. **ENVIRONMENTAL ISSUES.** Grantor for itself, its successors and assigns represents, warrants and agrees that (a) neither Grantor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Property; (b) neither Grantor or any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Property; (c) the Property are presently in compliance with all Environmental Laws; there are no circumstances presently existing upon or under the Property, or relating to the Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against Grantor relating to the Property (or against any other party relating to the Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Property shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, transport, treat, store, handle, dispose, or

process Hazardous Materials; (e) Grantor shall not cause nor permit the installation of Hazardous Materials in the Property nor a release of Hazardous Materials on the Property; (f) Grantor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the Grantor has obtained and will at all times continue to obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws (the "Permits") and the Grantor is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) Grantor shall immediately give the Beneficiary oral and written notice in the event that Grantor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Property in accordance with all applicable Environmental Laws. The Grantor hereby agrees to indemnify the Beneficiary and hold the Beneficiary harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Property of any Hazardous Material regardless of whether or not caused by or within the control of Grantor, (b) the violation of any Environmental Laws relating to or affecting the Property, whether or not caused by or within the control of Grantor, (c) the failure by Grantor to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by Grantor in this paragraph being false or untrue in any material respect. For purposes of this Deed of Trust, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law, or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or hazardous, toxic or dangerous waste, substance or material, as may now or at any time hereafter be in effect. The obligations and liabilities of Grantor under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, the cancellation of the Note; or if otherwise expressly permitted in writing by the Bank, the sale or alienation of any part of the Property.

19. EVENTS OF DEFAULT. Grantor shall be in default under this Deed of Trust upon the occurrence of any of the following:

- (a) Default in the payment or performance of any of the obligations, or of any covenant or warranty, in this Deed of Trust, in the Note or other Document; or
- (b) Any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor or Borrower in connection with this transaction proving to have been false in any material respect when made or furnished; or
- (c) Loss, substantial damage, destruction to or of the Property, or the assertion or making of any levy, mechanic's or materialman's lien or attachment thereof or thereon; or
- (d) Sale, lease or other transfer of any interest in the Property; or
- (e) Use of the property for an illegal purpose; or
- (f) Upon the entry of any monetary judgment or the assessment or filing of any tax lien against the Property; or
- (g) The sale (including sale by land contract upon delivery of possession), transfer or encumbrance of all or any part of the Property or any interest therein, without Beneficiary's prior written consent; or
- (h) If Beneficiary should otherwise deem itself, its security interests, the Property or the Debt unsafe or insecure; or should Beneficiary otherwise believe that the prospect of payment or other performance is impaired.

Beneficiary may not demand that Grantor pay the loan in full solely because the market value of the Property decreases or because Grantor defaults under any indebtedness that is not secured by the Property.

20. REMEDIES OF BENEFICIARY UPON DEFAULT. If Grantor is in default, Beneficiary will send Grantor a written notice telling Grantor what the default is, how to cure the default, and that Grantor's failure to cure the default on or before the date specified in the notice will result in acceleration of the Debt and sale of the Property. Beneficiary will also inform Grantor of Grantor's right to reinstate after acceleration and Grantor's right to bring a court action to contest the alleged default or to assert any other defense to the acceleration and sale. Beneficiary will give Grantor at least 21 days after the date on which the notice is mailed or delivered to cure the default. If Grantor does not cure the default within that period, Beneficiary may accelerate the Debt (i.e., demand immediate payment in full). If Beneficiary is not paid in full, Beneficiary may sell the Property or seek other remedies allowed by applicable law without further notice to Grantor. Beneficiary may collect its reasonable expenses incurred in seeking the remedies provided in this Section 20. These expenses may include court costs, attorneys' fees, and costs of title search.

Beneficiary has a fully enforceable lien on the Property, which is Grantor's homestead, and no property other than the Property, notwithstanding the terms of any other agreement between Grantor and Beneficiary to the contrary. This lien may be foreclosed upon only by a court order. Beneficiary may make use of certain court rules that allow for expedited foreclosure proceedings for foreclosure of home equity liens under Section 50 (a)(6), Article XVI of the Texas Constitution (the "Rules"). The power of sale granted by the Note and this Deed of Trust will be exercised according to the Rules. Grantor understands that the power of sale is not a confession of judgment or a power of attorney to confess judgment or an appearance by Grantor in a judicial proceeding.

Beneficiary and the Trustee have all powers to conduct a foreclosure except as limited by the Rules. If Beneficiary chooses to use the power of sale, Beneficiary will give Grantor notice of the time, place and terms of the sale by posting and filing notice at least 21 days before the sale as provided by law. Beneficiary will give Grantor notice by mail as required by law. The sale will be conducted at a public place (a) on the first Tuesday of a month; and (b) between 10:00 a.m. and 4:00 p.m., at the time stated in the notice or within 3 hours thereafter.

The Trustee may sell the Property to the highest bidder for cash in one or more parcels and in any order the Trustee determines. Beneficiary may purchase the Property at any sale. Trustee will give a trustee's deed to the foreclosure sale purchaser. The trustee's deed will convey good title to the Property and promises of general warranty from Grantor, which means that Grantor will defend the purchaser's title to the Property against all claims and demands. The description of facts contained in the Trustee's deed will be sufficient to legally prove the truth of the statements made in the deed. Trustee will apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including court costs and reasonable Trustee's and attorneys' fees; (b) to what Grantor owes; and (c) any excess to the person or persons legally entitled to it. If the Property is sold through a foreclosure sale, Grantor or any person in possession of the Property through Grantor, will give up possession of the Property without delay. A person who does not give up possession is a holdover and may be removed by a court order.

21. RELEASE AND CANCELLATION. Upon fulfillment of all of obligations, the performance of which is secured by this Deed of Trust, and upon payment of the Debt, this Deed of Trust and the Note or other Document shall be marked "Satisfied" and returned to Grantor, and this conveyance shall be null and void and may be cancelled of record at the request and cost of Grantor, and title to the Property shall revert as provided by law.

22. MISCELLANEOUS. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and shall not be used to interpret or define any provisions. All remedies provided herein are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively. All covenants contained herein shall bind, and the benefits and advantages shall inure to, the successors or assigns of Beneficiary and Trustee and the designations "Trustee" and "Beneficiary" include their successors and assigns. Whenever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. This Deed of Trust shall be governed by and construed under Texas law. If there is any conflict between the provisions of the Texas Constitution and any applicable federal or state law, the provisions of the Texas Constitution shall control. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Debt. Time is of the essence in the payment or performance of any of the obligations, or of any covenant or warranty contained in this Deed of Trust or in the Note, or other Document.

23. MAILING OF NOTICES TO BORROWER. Beneficiary or Grantor may mail or deliver any notice to the other party's address above. Either party may change the notice address by giving written notice. Beneficiary's duty to give Grantor notice will be satisfied when Beneficiary mails it by first class mail.

24. JOINT AND SEVERAL LIABILITY; EXECUTION OF THE DEED OF TRUST. Each Grantor who signs the Note is jointly and severally liable for all obligations under the Note and this Deed of Trust. Grantor agrees that Beneficiary may seek payment from any signer of the Note without first looking to any other person for payment. Any Grantor who signs this Deed of Trust, but not the Note (a) has no duty to pay the Debt; (b) is not a surety or guarantor; (c) signs this Deed of Trust solely for purpose of granting that person's interest in the Property under the terms of this Deed of Trust, in compliance with the requirements of Section 50 (a)(6)(A), Article XVI of the Texas Constitution; and (d) agrees that Beneficiary and any other party to the Note and this Deed of Trust may, to the extent permitted by law, extend, modify or make any change in the terms of this Deed of Trust or the Note without such Grantor's consent. Such change will not release Grantor from the terms of this Deed of Trust. Grantor further acknowledges that the lien against the Property is a voluntary lien evidenced by a written agreement that shows the consent of each owner and each owner's spouse.

RP-2016-275466

Do not sign if there are blanks left to be completed in this document. This document must be signed at the office of the lender, an attorney at law, or a title company. You must receive a copy of this document after you have signed it.

IN TESTIMONY WHEREOF, each individual Grantor has hereunto set his hand, this instrument being executed and delivered on the date first above written.

Grantor: *Agnes C Delatorre*
 AGNES C DELATORRE

Grantor: *Steven De la Torre*
 STEVEN DELATORRE

Grantor: _____

Grantor: _____

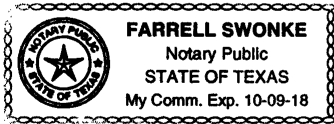
Acknowledgement for an Individual:

STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this the 2 day of June, 2016 by Agnes De la Torre.



Farrell Swonke
 Notary Public, State of Texas

FARRELL SWONKE
 Printed or Typed Name of Notary

My Commission Expires: 10-09-18

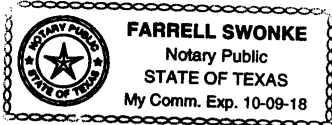
Acknowledgement for an Individual:

STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this the 2 day of June, 2016 by Steven De la Torre.



Farrell Swonke
 Notary Public, State of Texas

FARRELL SWONKE
 Printed or Typed Name of Notary

My Commission Expires: 10-09-18

07324454070599817

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2nd day of June, 2016, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Branch Banking and Trust Company ("the Lender") of the same date and covering the Property described in the Security Instrument and located at:
2420 CHIMNEY ROCK RD

HOUSTON, TX 77056-4019

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in these certain covenants, conditions, and restrictions pertaining to the property and filed in the public land records at the county in which the Property is located (the "Declaration"). The Property is a part of a planned unit development known as: BRIARCROFT

(Name of Planned Unit Development)

(the "PUD "). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then Borrower's obligation under the Security Instrument to maintain property 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 property insurance coverage provided by the master blanket policy.

In the event of a distribution of property 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. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability policy acceptable in form, amount and extent of coverage to Lender.

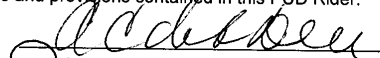
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument with any excess paid to Borrower.

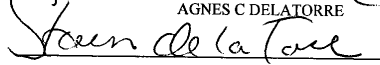
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agrees 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.

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

 (SEAL)
 AGNES C DELATORRE

 (SEAL)
 STEVEN DELATORRE

RP-2016-275466

1270TX (1406)



RP-2016-275466

EXHIBIT A

THE SOUTH TEN (10) FEET OF LOT SIX (6) AND THE ADJOINING SIXTY-FIVE (65) FEET OF LOT SEVEN (7) IN BLOCK EIGHTEEN (18) OF BRIARCROFT SUBDIVISION, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 36, PAGE 68, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

THIS BEING THE SAME PROPERTY CONVEYED TO AGNES C. DELATORRE, A MARRIED PERSON NOT JOINED HEREIN BY SPOUSE, BY DEED FROM HUNTER A. KOTCH AND WIFE, HOLLY SHARON KOTCH, DATED 12/19/2000 AND RECORDED ON 12/21/2000 IN INSTRUMENT NO. Y794278, IN THE HARRIS COUNTY RECORDERS OFFICE.

PARCEL NUMBER: 0790090180006.

Address : 2420 CHIMNEY ROCK RD, HOUSTON, TX

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Pages 10
06/27/2016 11:30 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$48.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2016-275466