

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#: _____

Address: _____

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials		285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)				
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards		285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)		285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot		285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

Inspector Notes:

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1) (E)285.91(2)285.32(b)(1) (F)285.32(b)(1)(E) (iii)285.32(b)(1)(E)(ii) (II)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1) (D)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (i)285.32(b)(1) (B)285.32(b)(1) (A)285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed						
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

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No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(3)(A)-(F)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(4) 285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

**Comal County Environmental Health
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No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3) (B)285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II) 285.33(d)(2)(G)(iii)(III) 285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)				
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G) (i)285.33(d)(2) (A)285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



COMAL COUNTY

ENGINEER'S OFFICE

Permit of Authorization to Construct an On-Site Sewage Facility Permit Valid For One Year From Date Issued

Permit Number: 117202
Issued This Date: 04/24/2024
This permit is hereby given to: DOUG & LISA HOOKER

To start construction of a private, on-site sewage facility located at:

2452 OLD WEHE RANCH RD
SPRING BRANCH, TX 78070

Subdivision: LOUIS KRAUSE S#714, A-348
Unit: 0
Lot: 0
Block: 0
Acreage: 50.9100

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

This permit gives permission for the construction of the above referenced on-site facility to commence. Installation must be completed by an installer holding a valid registration card from the Texas Commission on Environmental Quality (TCEQ). Installation and inspection must comply with current TCEQ and Comal County requirements.

Call (830) 608-2090 to schedule inspections.

RECEIVED

By Kathy Griffin at 11:02 am, Feb 20, 2024



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

--	--

Date Received

Initials

117202

Permit Number

Instructions:

Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist **must** accompany the completed application.

OSSF Permit

- Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- Required Permit Fee - See Attached Fee Schedule
- Copy of Recorded Deed
- Surface Application/Aerobic Treatment System
 - Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
 - Signed Maintenance Contract with Effective Date as Issuance of License to Operate

I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.

Signature of Applicant

2/20/2024

Date

___ COMPLETE APPLICATION Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION ___ (Missing Items Circled, Application Refused)
--



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

Date 2-2-24

Permit Number 117202

1. APPLICANT / AGENT INFORMATION

Owner Name DOUG HOOKER & LISA HOOKER
Mailing Address c/o 23011 FM 306
City, State, Zip Canyon Lake, TX 78133
Phone # 830-935-4936
Email traci@psseptics.com

Agent Name GREG W. JOHNSON, P.E.
Agent Address 170 Hollow Oak
City, State, Zip New Braunfels, TX 78132
Phone # 830-905-2778
Email gregjohnsonpe@yahoo.com

2. LOCATION

Subdivision Name _____ Unit _____ Lot _____ Block _____
Survey Name / Abstract Number LOUIS KRAUSE SUR. NO. 214 ABS. 348 Acreage 50.913
Address 2452 OLD WEHE RANCH ROAD City SPRING BRANCH State TX Zip 78070

3. TYPE OF DEVELOPMENT

Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) 2- HOUSES

Number of Bedrooms 2 + 2

Indicate Sq Ft of Living Area 900 + 900

Non-Single Family Residential

(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)

Type of Facility _____

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants _____

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds _____

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

Estimated Cost of Construction: \$ 350,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

Yes No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water Public Private Well

4. SIGNATURE OF OWNER

By signing this application, I certify that:

- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities..
- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

[Signature]
Signature of Owner

2-2-24
Date

RECEIVED

By Brandon Olvera at 9:32 am, Apr 03, 2024

LOUIS KRAUSE SURVEY NO. 714, A-348, BEING 50.913 AC

***** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH *****

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

Size of Septic System Required Based on Planning Materials & Soil Evaluation

Tank Size(s) (Gallons) MAXX AIR M800 Absorption/Application Area (Sq Ft) 5654

Gallons Per Day (As Per TCEQ Table III) 360

(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ)

Is the property located over the Edwards Recharge Zone? Yes No

(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property? Yes No

(if yes, the R. S. or P. E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? Yes No

(If yes, the R.S. or P. E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

Is the property located over the Edwards Contributing Zone? Yes No

Is there an existing TCEQ approval CZP for the property? Yes No

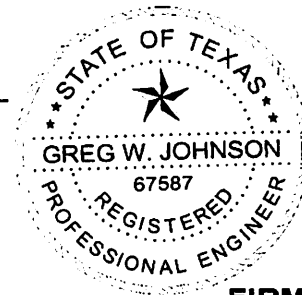
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? Yes No

(if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city? Yes No

If yes, indicate the city: _____



FIRM #2585

By signing this application, I certify that:

- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

Signature of Designer

February 9, 2024
Date

RECEIVED

By Brandon Olvera at 9:32 am, Apr 03, 2024

202406009064 03/27/2024 08:12:16 AM 1/1

AFFIDAVIT

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSF's), this document is filed in the Deed Records of Comal County, Texas.

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as (insert legal description):

UNIT/PHASE/SECTION BLOCK LOT SUBDIVISION
LOUIS KRAUSE SURVEY #714, A-348
IF NOT IN SUBDIVISION: 50.913 ACREAGE ~~LOUIS KRAUSE SUR. NO. 214 ABS NO 348~~ SURVEY

The property is owned by (insert owner's full name): DOUG HOOKER & LISA HOOKER

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 2nd DAY OF February, 2024

Owner(s) signature(s)

DOUG HOOKER
LISA HOOKER
Owner (s) Printed name (s)

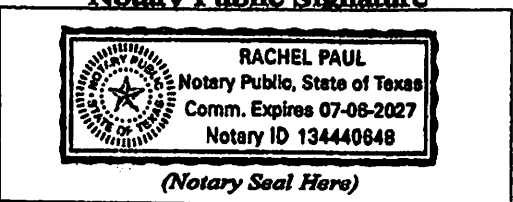
Doug and Lisa Hooker
February, 2024

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 2nd DAY OF

Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
03/27/2024 08:12:16 AM
TERRI 1 Pages(s)
202406009064



Bobbie Koepp

Luna Environmental Service Agreement

(Formerly AMS & PS Septic Supply)

Agreement

I. General: This work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as Contractor), located at 4222 FM 482 New Braunfels, Texas 78132, (830-312-8776) or (830-850-0080). By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/ their responsibilities under the agreement as described herein.

II. Effective Dates: If this is an Initial Install Contract, the contract will be for two years and **BEGINS** when the License To Operate (LTO) has been issued. A 30-day written notice is required if there is a cancellation before the year of the agreement is up. The written notice will be sent to the local regulatory Agency and any of the agreement unused funds is non-refundable.

III. Contractor or Client, if choosing to terminate the contract, must give the other party and the local regulatory Agency written notice Thirty (30) Days prior to the ending of the Contract.

IV. Services by Contractor: Contractor will provide the following services (Referred to as the "Services").

- 1. In compliance with the Local Regulatory Agency and Manufacture's requirements, inspect and perform routine maintenance and upkeep on all parts within the On-Site Sewage Facility (hereafter referred to as the "OSSF") three times per year. The contractor does not provide chlorine. Client is solely responsible for maintaining the chlorine in the chlorinator at all times.**
- 2. Contractor will provide a weatherproof tag on the control panel containing company name, phone number and inspection dates.**
- 3. Contractor will do inspections 3 times a year, every 4 months.**
- 4. Contractor will report all findings to the appropriate regulatory and authority and to the Client, as required by both the State's On-Site rules and the local Agency's rules. All findings must be reported to local Agency's within 14 days, email is acceptable.**
- 5. The contractor's inspection will include the following: Effluent Quality (Color, Turbidity, overflow and Odor), Alarm Function Filters, Operation of Effluent Pump and Chlorine Availability in the**

Chlorinator, (BOD and TSS Annually on Commercial Accounts, Client is responsible for charges for test)

6. Contractor will respond to client calls and complaints, regarding visual or audible alarms, suspicious conditions and or problems that might confront the Client within 48 hours, excluding weekend and holidays. The Contractor will maintain a 24-hour answering service at 830-312-8776. The unscheduled responses may be billed to the client at a going rate.

V. Clients Responsibilities:

1. Maintain Chlorinator and Proper Chlorine supply, if OSSF is equipped with.
2. Provide all necessary lawn or yard maintenance and remove all obstacles, including dogs and other animals as needed to allow the OSSF to function properly and to allow the Contractor easy and safe access to all parts of the OSSF.
3. Immediately notify the Contractor of any alarms or problems with, including failure of the OSSF.
4. Provide for pumping of the tanks, generally every 3 years or as suggested by the Contractor at Clients own expense.
5. Upon receiving a written notification of services needed from the Contractor, it becomes the Client's responsibility to contact the Contractor to authorize the service.
6. Contractor will not be responsible for any warranty work; Client must contact the Installer for Warranty Problems.
7. Not allow the backwash from water treatment of water conditioning equipment to enter the OSSF.
8. Maintain site drainage to prevent adverse effects on OSSF.
9. Promptly and fully pay Contractor's Bills, Fees or invoices as described herein.

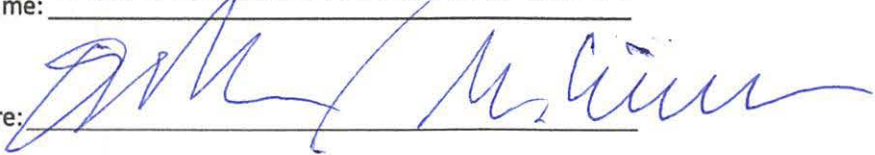
VI. Contractor will schedule with client, dates to perform the above-described Services of repairs. If Contractor is not able to access the site on the date of appointment, a charge of \$75.00 will be billed if the inspection for repairs is not able to be completed and are required to be scheduled on another date. The contractor requires access to the OSSF electrical and physical components, including tanks, by means of man ways or risers for the purpose of evaluation of system and equipment as required by the manufacturer and /or rules. If such man ways or risers are not in place, excavation together with other labor and materials will be required and be billed to the Client an additional service at a rate of \$75.00 per hour plus materials billed at list process. Excavated soil is to be replaced as best as reasonably possible.

VII. Payments: The fee for this agreement only covers the Services described herein. This fee does not cover equipment or labor supplied for non-warranty repairs or for charges for unscheduled Client request trips to the Client's site of pumping of the OSSF. Payments not received within 30 days from the date will be subject to a \$30.00 late penalty and or a 1.5% carrying charge, whichever is greater, in addition to reasonable attorney's fees. All cost of collection incurred by contractor in collection of any unpaid debt. By signing this contract, the Client is authorizing the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. Invoice due when service is completed. The contract fee is \$ INCLUDED WITH SEPTIC.

VIII. Severability: If any provision of this agreement shall be considered to be invalid or unenforceable for any reason the remaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Client

Print Name: DOUG HOOKER & LISA HOOKER

Signature: 

Client Address: 2452 OLD WEHE RANCH ROAD

Client Phone Number: 830-643-9150

Email Address: hook@GVTC.com

Contractor Luna Environmental LLC:

MP Signature: Ryan Seidensticker

MP NUMBER: 0001708

Contract Date: LTO to 2 YEARS FROM LTO County: COMAL

Permit #: _____

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: February 08, 2024

Site Location: 50.913 ACRES OUT OF THE LOUIS KRAUSE SURVEY No. 714, A-348

Proposed Excavation Depth: N/A

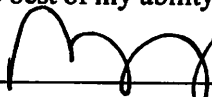
Requirements:

- At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
- Locations of soil boring or dug pits must be shown on the site drawing.
- For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.
- Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

SOIL BORING NUMBER _____ SURFACE EVALUATION _____						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 18"	BROWN
1						
18"						
2						
3						
4						
5						

SOIL BORING NUMBER _____ SURFACE EVALUATION _____						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME		AS		ABOVE	
1						
2						
3						
4						
5						

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.



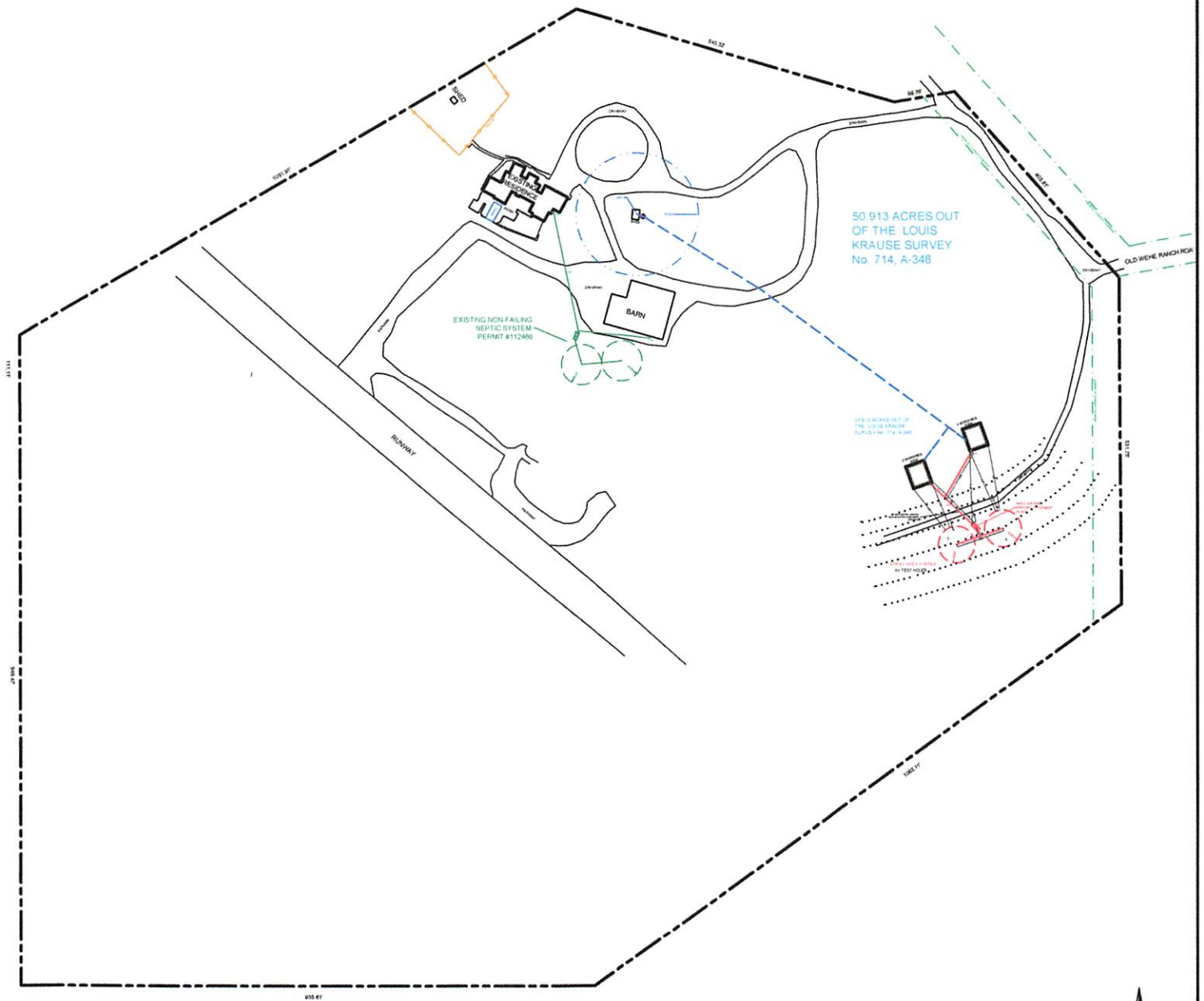
 Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

02/08/24

 Date

RECEIVED

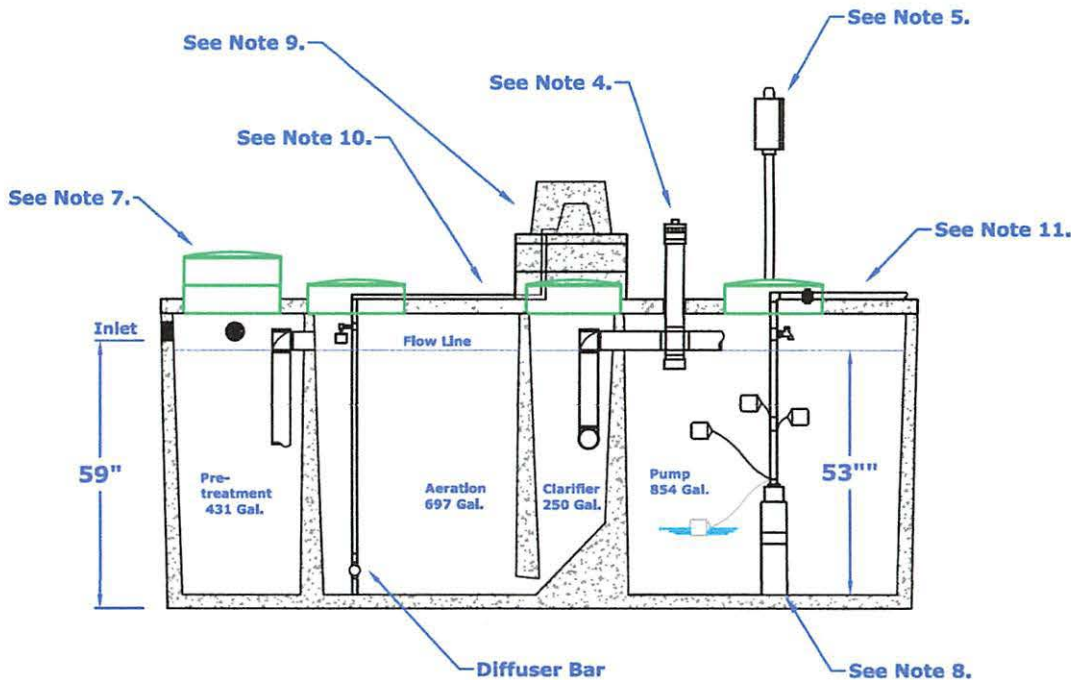
By Brandon Olvera at 9:28 am, Apr 03, 2024



OWNER:	DOUG & LISA HOOKER	DRAWN BY:	EJS III
STREET ADDRESS:	2452 OLD WEHE RANCH ROAD		
LEGAL DESC:	LOUIS KRAUSE SURVEY No. 714, A-348	ACREAGE:	50.913
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	N.T.S.
		DATE:	2/9/2024
		REVISED:	

GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Weight = 16,700 lbs.
3. Treatment capacity is 600 GPD. BOD Loading = 2.60 lbs. per day.
4. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
5. Control Center w/ Timer for night spray application.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.



F-2585

02/09/24

DIMENSIONS:

Outside Height: 67"
Outside Width: 75"
Outside Length: 164.5"

MINIMUM EXCAVATION DIMENSIONS:

Width: 87"
Length: 177"

**MAXX AIR M-800
Aerobic Treatment Plant (Assembled)**

March, 2010
By: A.S.

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B800-2



Advantage Wastewater Solutions llc.
444 A Old Hwy No 9
Comfort, TX 78013
830-995-3189
fax 830-995-4051

TANK NOTES:

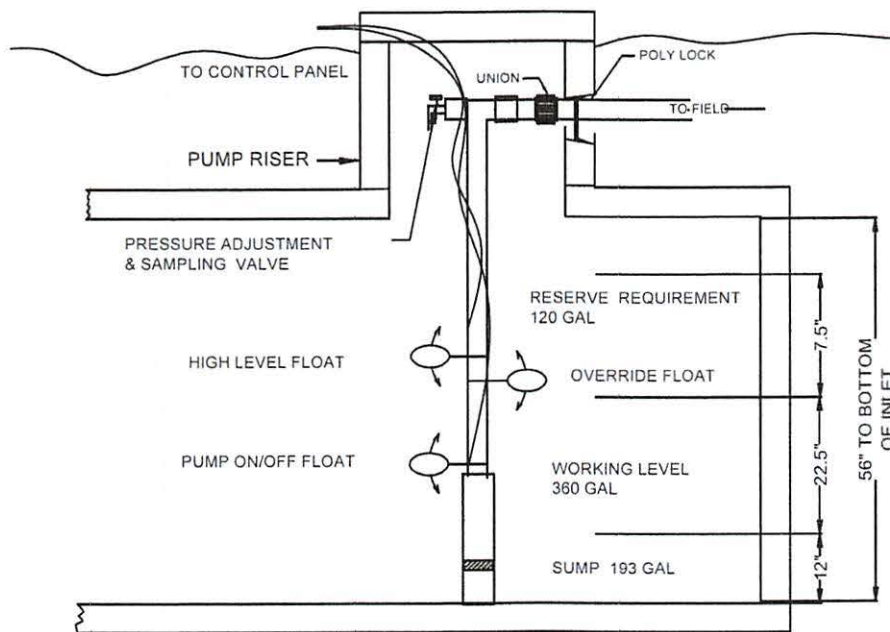
Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

Tightlines to the tank shall be SCH-40 PVC.

A two way sanitary tee is required between residence and tank.

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

ALL WIRING MUST BE IN COMPLIANCE WITH
THE MOST RECENT NATIONAL ELECTRIC CODE



F-2585

02/09/24

TYPICAL PUMP TANK CONFIGURATION
MAXX AIR-M800 PUMP TANK

CISTERN PUMPS

CPM Series

Ashland Pump – CPM Series

The Ashland Pump CPM Series is designed to operate in filtered effluent/gray water applications. The bottom suction design allows for maximum drawdown of fluid and the hydraulic stages are able to pass 1/8" solids without damage to the pump.

Installations in cistern tanks, rain basin catchments or anywhere drawdown levels need to be maximized are ideal applications for the Ashland Pump CPM Series.

APPLICATIONS

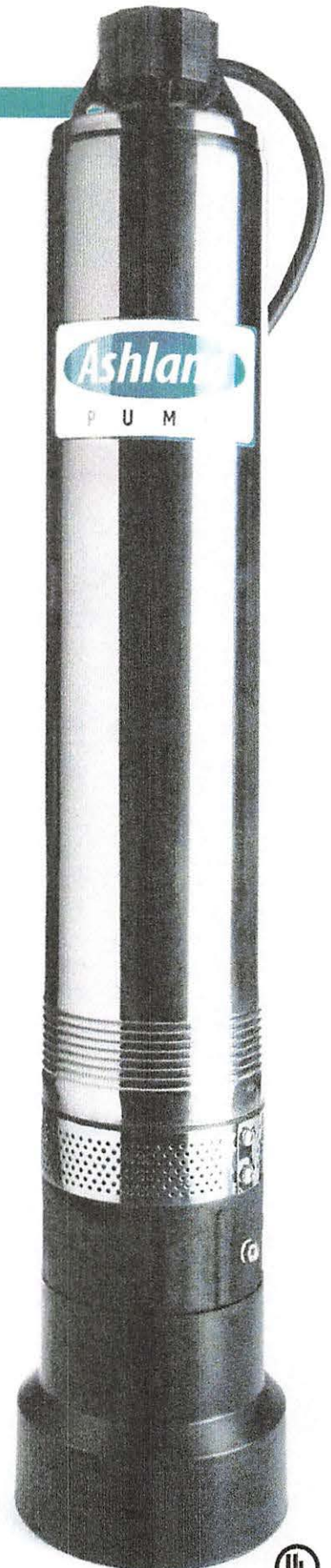
- Filtered Effluent Water Pumping
- Gray Water Pumping
- Water Feature / Aeration Applications
- Rain Water Basin Applications

FEATURES

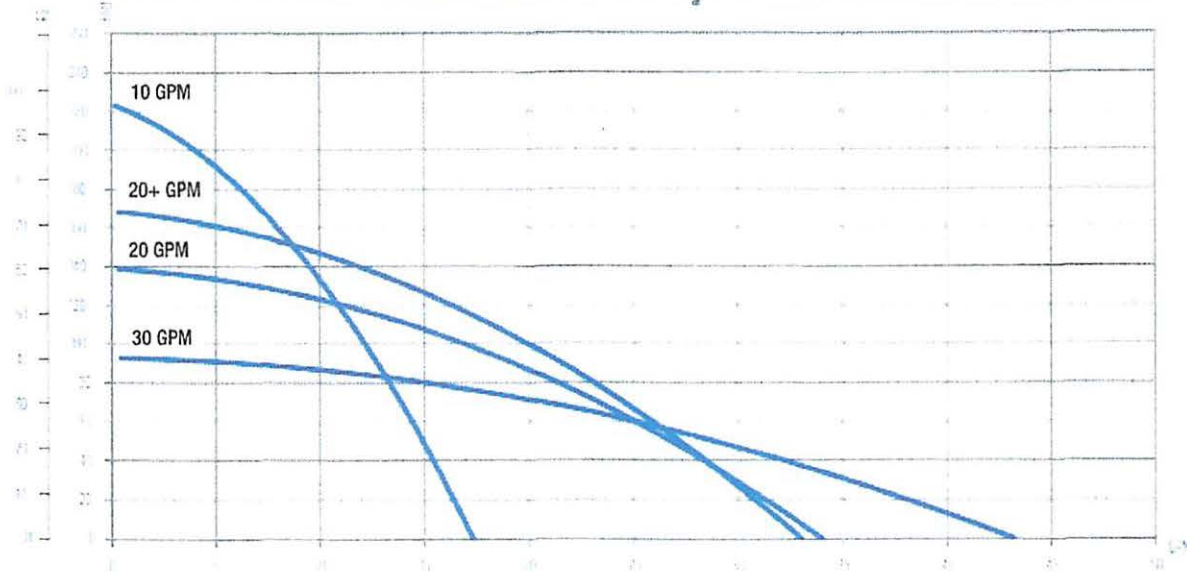
- Bottom suction design for maximum drawdown
- Able to pass 1/8" solids
- Available in 10, 20 and 30 GPM flow rates
- 1/2 HP, 115V and 230V single phase motors
- Heavy duty discharge with stainless steel internal threads
- 600 Volt, 10' SJ00W jacketed lead
- High shut-off pressure
- Quiet operation
- Standard removable base for stable mounting

ORDERING INFORMATION

CPM SERIES CISTERN PUMP						
Model/Order No.	GPM	HP	Voltage/Ph.	Stage Count	Length (in.)	Shipping Wt. (lbs.)
10CPM5-115	10	1/2	115/1	7	26	17
10CPM5-230	10		230/1	7	26	17
20CPM5-115	20		115/1	5	25	16
20CPM5-230	20		230/1	5	25	16
20+CPM5-115	20+		115/1	6	26	17
20+CPM5-230	20+		230/1	6	26	17
30CPM5-115	30		115/1	4	25	16
30CPM5-230	30		230/1	4	25	16



ASHLAND PUMP CPM SERIES CISTERN PUMP PERFORMANCE



Low Angle Performance Data

NOZZLE	PRESSURE			RADIUS		FLOW RATE		
	PSI	kPa	Bars	Ft.	M.	GPM	L/M	M ³ /H
#1.0	30	207	2.1	22	6.7	1.2	4.5	.27
	40	276	2.8	24	7.3	1.7	6.4	.39
	50	345	3.4	26	7.9	1.8	6.8	.41
	60	414	4.1	28	8.5	2.0	7.6	.45
#3.0	30	207	2.1	29	8.8	3.0	11.4	.68
	40	276	2.8	32	9.8	3.1	11.7	.70
	50	345	3.4	35	10.7	3.5	13.2	.80
	60	414	4.1	37	11.3	3.8	14.4	.86
#4.0	30	207	2.1	31	9.4	3.4	12.9	.77
	40	276	2.8	34	10.4	3.9	14.8	.89
	50	345	3.4	37	11.3	4.4	16.7	1.00
	60	414	4.1	38	11.6	4.7	17.8	1.07
#6.0	40	275	2.8	38	11.6	6.5	24.6	1.48
	50	344	3.4	40	12.2	7.3	27.7	1.66
	60	413	4.1	42	12.8	8.0	30.3	1.82
	70	482	4.8	44	13.4	8.6	32.6	1.96

**All precipitation rates calculated for 180° operation. For the precipitation rate for a 36*



P U M P

Honest, Professional, Dependable

1899 Cottage Street, Ashland, Ohio 44805

Telephone: 855 281-6830 • Fax: 877 326-1994 • ashlandpump.com



COMAL COUNTY
ENGINEER'S OFFICE

**CCEO
COPY**

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **05/12/2023** Permit Number: **112466**

Location Description: **2452 OLD WEHE RANCH RD
SPRING BRANCH, TX 78070**

Subdivision: **Louis Krause Survey 714, Abstract 348**
Unit: **0**
Lot: **0**
Block: **0**
Acreage: **50.9100**

Type of System: **Aerobic**
Surface Irrigation

Issued to: **Aloha Self Storage, LLC**

This license is authorization for the owner to operate and maintain a private facility at the location described in accordance to the rules and regulations for on-site sewerage facilities of Comal County, Texas, and the Texas Commission on Environmental Quality.

The license grants permission to operate the facility. It does not guarantee successful operation. It is the responsibility of the owner to maintain and operate the facility in a satisfactory manner.

Alterations to this permit including, but not limited to:


- Increase in the square feet of living area
- Increase in the number of bedrooms
- A change of use (i.e. residential to commercial)
- Relocation of system components (including the relocation of spray heads)
- Installation of landscaping
- Adding new structures to the system

may require a new permit. **It is the responsibility of the owner to apply for a new permit, if applicable.**


Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

Licensing Authority
Comal County Environmental Health

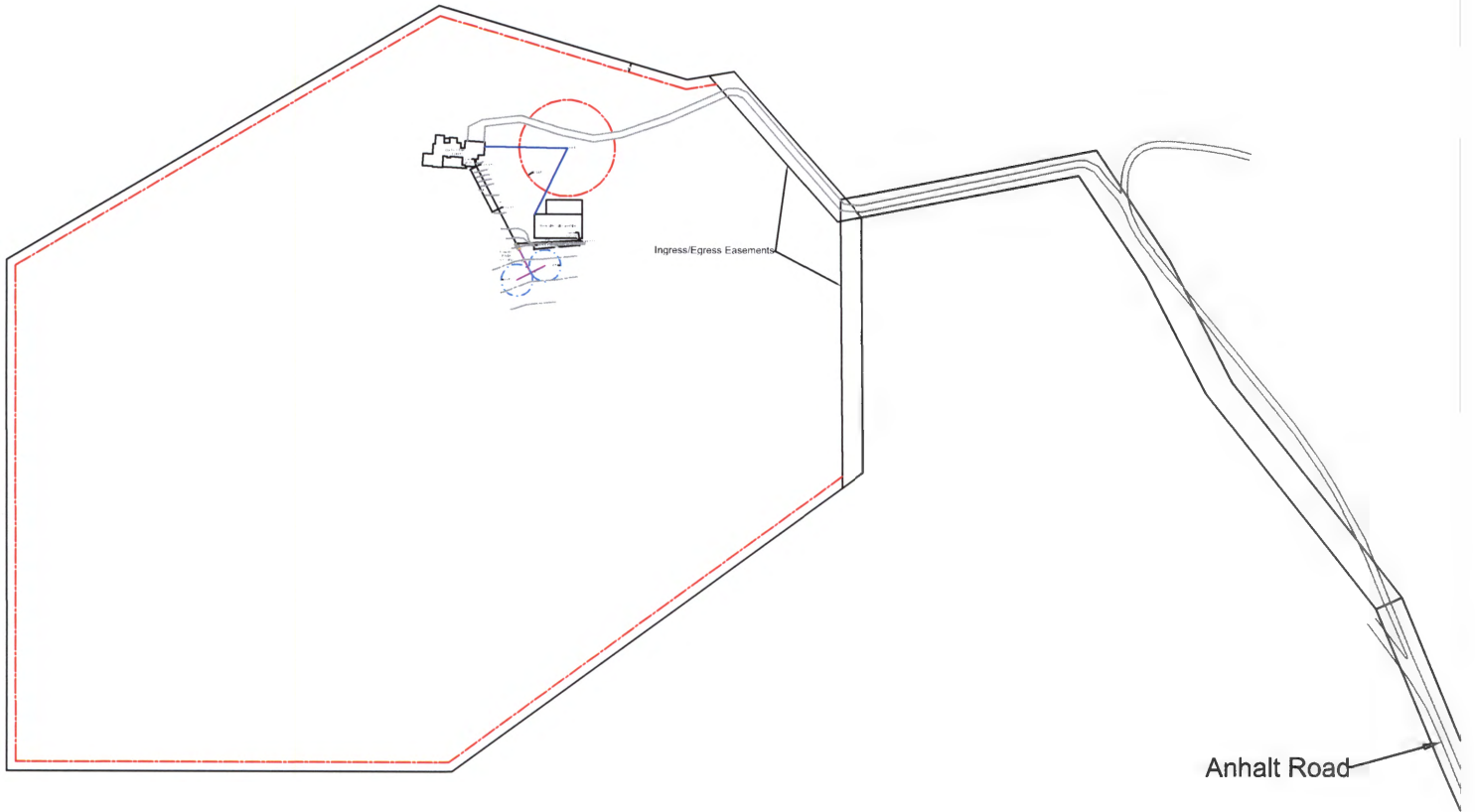

ENVIRONMENTAL HEALTH INSPECTOR

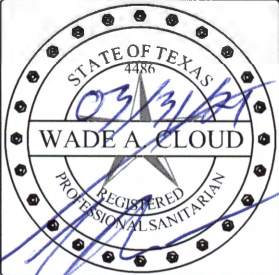
OS0038255


ENVIRONMENTAL HEALTH COORDINATOR

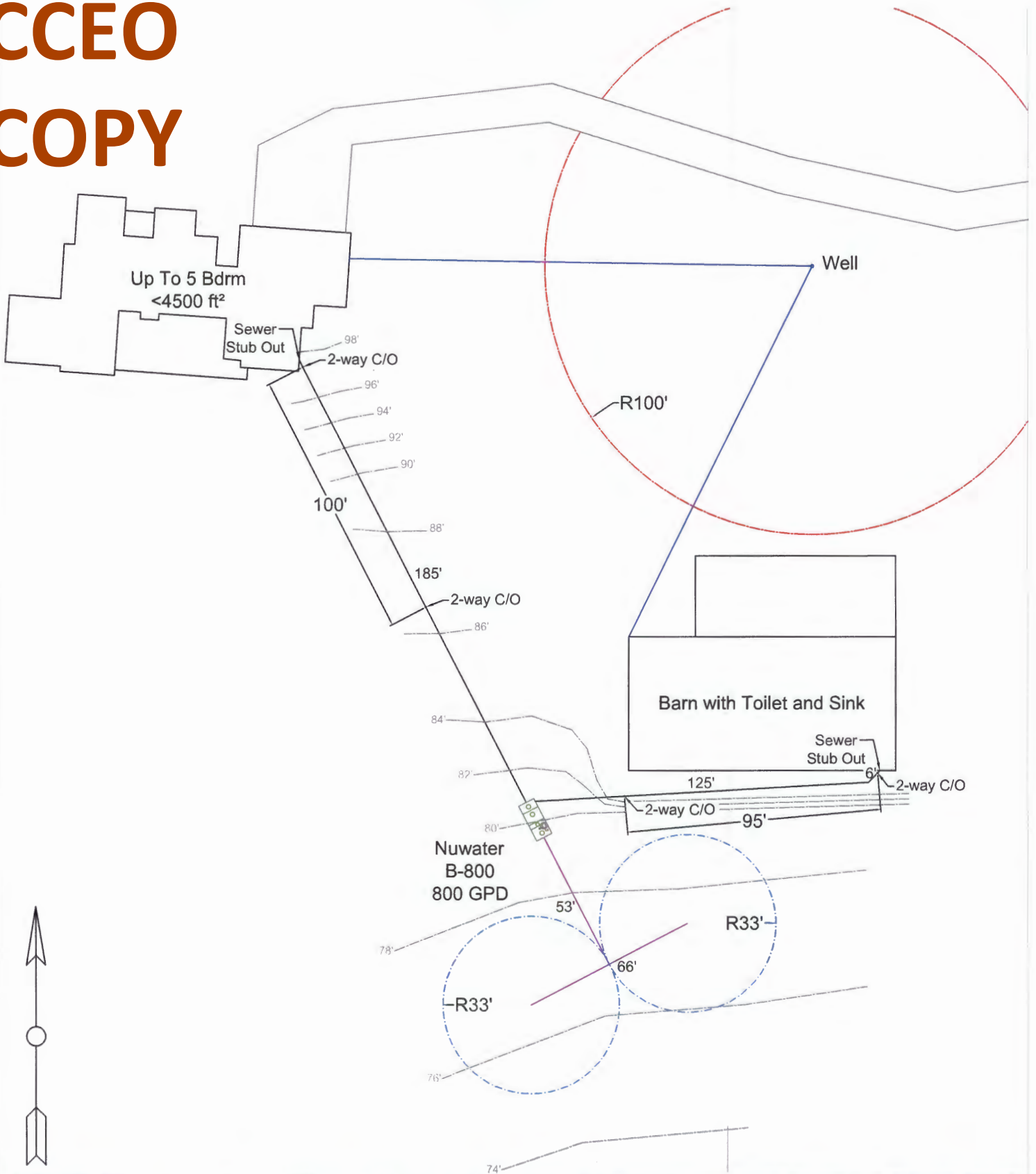
OS0007722

CCEO COPY



Project Name: 2452 Anhalt Rd			Notes:
Drawn by: Blackwater Designs			Aloha Self Storage, LLC 50.913 Acres
Date: 03.31.2021	Bk/Pg:		
Scale: 1"=400'	Signature:		

CCEO COPY



Project Name: 2452 Anhalt Rd			Notes:
Drawn by: Blackwater Designs			Aloha Self Storage, LLC 50.913 Acres
Date: 03.31.2021	Bk/Pg:		
Scale: 1"=50'	Signature:		

*** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH ***

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

Size of Septic System Required Based on Planning Materials & Soil Evaluation

Tank Size(s) (Gallons) MAXX AIR M800 Absorption/Application Area (Sq Ft) 5654

Gallons Per Day (As Per TCEQ Table III) 360

(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ)

Is the property located over the Edwards Recharge Zone? Yes No

(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property? Yes No

(if yes, the R. S. or P. E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? Yes No

(If yes, the R.S. or P. E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the WPAP has been approved by the appropriate regional office.)

Is the property located over Edwards Contributing Area? Yes No

Is there an existing TCEQ approval CZP for the property? Yes No

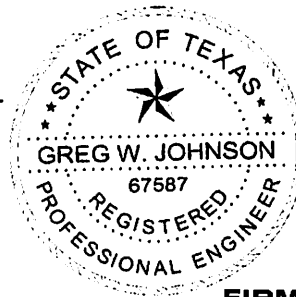
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? Yes No

(if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city? Yes No

If yes, indicate the city:



FIRM #2585

By signing this application, I certify that:

- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

Signature of Designer (Handwritten signature)

Date February 9, 2024

AFFIDAVIT

**THE COUNTY OF COMAL
STATE OF TEXAS**

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSF's), this document is filed in the Deed Records of Comal County, Texas.

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to

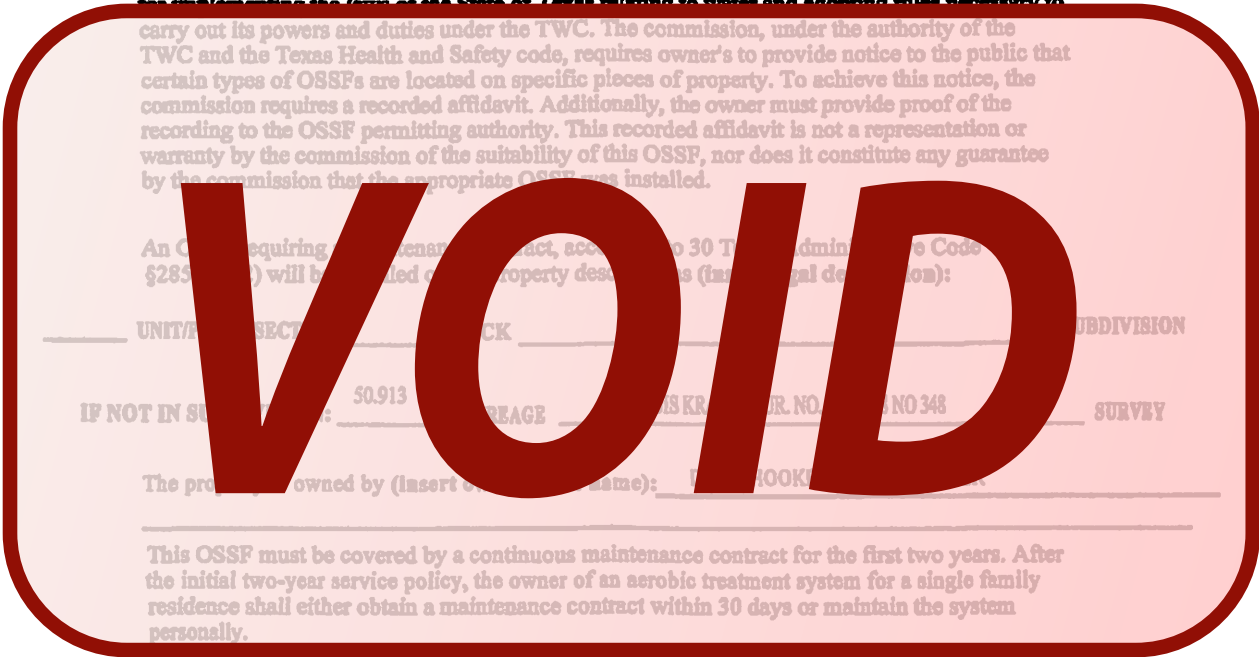
carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.101(a) will be required on property described as (insert legal description):

UNIT/SECTION _____ BLOCK _____ SUBDIVISION _____

IF NOT IN SURVEY: 50.913 REAGE _____ BK _____ TR. NO. _____ NO 348 SURVEY _____

The property owned by (insert name and address): _____



This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 2nd DAY OF February, 2024

[Signature]
Owner(s) signature(s)

DOUG HOOKER

LISA HOOKER

Owner (s) Printed name (s)

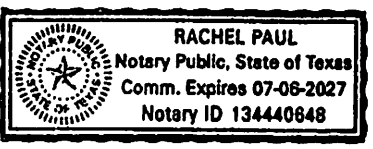
Doug and Lisa Hooker
February, 2024

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 2nd DAY OF

[Signature]
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
02/20/2024 08:17:22 AM
TERRI 1 Pages(s)
202406004891



(Notary Seal Here)

 Bobbie Koepf

VOID



OWNER:	DOUG & LISA HOOKER	DRAWN BY:	EJS III
STREET ADDRESS:	2452 OLD WEHE RANCH ROAD		
LEGAL DESC:	LOUIS KRAUSE SURVEY No. 714, A-348	ACREAGE:	50.913
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	N.T.S.
		DATE:	2/9/2024
		REVISED:	

50.913 ACRES OUT OF
THE LOUIS KRAUSE
SURVEY No. 714, A-348

2 BDRM RES.
900sf

2 BDRM RES.
900sf

VOID

SPRAY AREA = 5654sf

X= TEST HOLES



OWNER:	DOUG & LISA HOOKER	DRAWN BY:	EJS III
STREET ADDRESS:	2452 OLD WEHE RANCH ROAD		
LEGAL DESC:	LOUIS KRAUSE SURVEY No. 714, A-348	ACREAGE:	50.913
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=50'
		DATE:	2/9/2024
		REVISED:	



Olvera,Brandon

From: Olvera,Brandon
Sent: Wednesday, April 3, 2024 9:40 AM
To: Greg Johnson
Cc: 'Traci Field'; 'Kyle Krohn'; 'Katie Leidholdt'
Subject: RE: 117202.pdf

Good Morning,

- ✓ File has been updated.
- ✓ Submit a new deed with the corrected survey number.
- ✓ Revise application page 1 to reflect the correct survey number.

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** | Comal County | www.cceo.org |
| 195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e:
olverb@co.comal.tx.us |



COMAL COUNTY

ENGINEER'S OFFICE

RE: *2452 Old Wehe Ranch Road*
50 Acres Tract Located in the
Louis Krause Sur. No. 714 Abs, 348

Dear Property Owner & Agent,

Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

- ✓ There appears to be an error in the recorded legal description A-1.
 - a. Based on the previous issued permit 112466.
- ✗ Application states 300 GPD.
- ✗ Planning materials state 240 GPD.
- ✓ Site Plan:
 - a. Between the 86 ft tightline entering the 96 ft tightline and the tank, there needs to be a 2-way cleanout if it exceeds more than 100 ft.
- 5. Revise accordingly and resubmit.

If you have any questions, you can email me or call the office.

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** |
| Comal County | www.cceo.org | f: 830-608-2078 | e: olverb@co.comal.tx.us |

RECEIVED

By Brandon Olvera at 1:01 pm, Apr 17, 2024

202406003806 02/07/2024 01:50:03 PM 1/22

After recording please mail to:

UNITED WHOLESALE MORTGAGE, LLC

[Company Name]

[Name of Natural Person]

585 SOUTH BOULEVARD E

[Street Address]

PONTIAC, MI 48341

[City, State, Zip Code]

ATTN: POST CLOSING MANAGER

[Space Above This Line For Recording Data]

FR

ORIGINAL

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT THAT IS THE TYPE OF CREDIT DEFINED BY SUBSECTION (a)(6) OF SECTION 50, ARTICLE XVI OF THE TEXAS CONSTITUTION.

**TEXAS HOME EQUITY SECURITY INSTRUMENT
(First Lien)**

Loan Number: 1223820294

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

MIN: 100032412238202946

MERS Phone: 888-679-6377

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

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 14, 17, 22, and 23. Certain rules regarding the usage of words used in this document are also provided in Section 15.

Parties

(A) "Borrower" is Douglas Lee Hooker and Mary Lisa Duncan-Hooker husband and wife



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UNITED WHOLESAL MORTGAGE, LLC

[Company Name]

[Name of Natural Person]

585 SOUTH BOULEVARD E

[Street Address]

PONTIAC, MI 48341

[City, State, Zip Code]

ATTN: POST CLOSING MANAGER

[Space Above This Line For Recording Data]

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Parties

(A) **"Borrower"** is Douglas Lee Hooker and Mary Lisa Duncan-Hooker husband and wife



currently residing at 2452 OLD WEHE RANCH RD, Spring Branch, Texas 78070

Borrower is the grantor under this Security Instrument.

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

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

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

(C) "Trustee" is Robertson Anschutz Vettors, LLC

Trustee's address is 10850 Richmond Avenue Suite 350, Houston, Texas 77042

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

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

Documents

(E) "Note" means the promissory note dated February 2, 2024, and signed by each Borrower who is legally obligated for the debt under that promissory note. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender TWO HUNDRED EIGHTY THOUSAND AND 00/100

Dollars (U.S. \$ 280,000.00) plus interest.

Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than February 1, 2054

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

- Texas Home Equity Condominium Rider Texas Home Equity Planned Unit Development Rider
 Other(s) [specify]:

(G) "Security Instrument" means this document, which is dated February 2, 2024, together with all Riders to this document.



Additional Definitions

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

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

(J) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Extension of Credit, as described in Section 8; or (iv) any action or proceeding described in Section 10(e).

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

(L) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; and (iv) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Extension of Credit closing or at any time during the Extension of Credit term.

(M) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

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

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

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

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

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

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



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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of COMAL :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
See Attached
A.P.N.: 74-0348-0009-00

which currently has the address of 2452 OLD WEHE RANCH RD

Spring Branch [Street]
[City], Texas 78070 ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, any strips or gores of real property between such real property and abutting or adjacent properties, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property;" provided however, that if the Property includes both homestead property and property that is not homestead property, the Property is limited solely to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. If no part of the Property is homestead property, the homestead protections of Section 50, Article XVI of the Texas Constitution are not applicable to this Extension of Credit. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other



ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record.

Borrower and Lender covenant and agree as follows:

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

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

2. Acceptance and Application of Payments or Proceeds.

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

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

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

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

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

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



3. Funds for Escrow Items.

(a) **Escrow Requirement; Escrow Items.** Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Extension of Credit. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

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

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 14; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the



lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) **Insurance Requirement; Coverages.** Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

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

(c) **Insurance Policies.** All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

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

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress



payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Extension of the Credit. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Insurance Settlements; Assignment of Proceeds. If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 23 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower now occupies and uses the Property as Borrower's Texas homestead and must continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

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

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower's actions will constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower will be in Default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading,



or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 28.

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

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

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

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

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

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such



repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

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

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, which is not commenced as a result of Borrower's Default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).



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

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument, but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not personally obligated to pay the sums due under the Note or this Security Instrument; (c) is not to be considered a guarantor or surety; (d) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes a written agreement evidencing the Borrower's consent to such lien; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

13. Extension of Credit Charges.

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

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

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) Savings Clause. If the Extension of Credit is subject to a law which sets a limit on the amount of Extension of Credit charges, then all agreements between Lender and Borrower are expressly limited so that any Extension of Credit charges collected or to be collected (other than interest, bona fide discount points used to buy down the interest rate, and any excluded charges listed in Section 50(a)(6)(E)(i)-(iv) of the Texas Constitution) from Borrower, the owner of the Property, or the owner's spouse in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit are hereby amended so that such charges do not exceed, in the aggregate, the highest amount allowed by Applicable Law. If it is finally adjudicated by a court of last resort that the amount of such Extension of Credit charges exceeds the permitted limit, then (i) any sums already collected from Borrower which exceeded the permitted limit will be refunded to Borrower, and (ii) any sums yet to be collected from



Borrower which exceed the permitted limit are hereby waived by Lender. Lender will make any refund required by this section by either making a payment to Borrower or by crediting the refund amount to the balance due on the Extension of Credit. Borrower acknowledges that there may be a bona fide dispute with regard to whether such Extension of Credit charges exceed in the aggregate a permitted limit and agrees that Lender will not have received adequate notice that such Extension of Credit charges exceed the permitted limit, and will have no obligation to refund any excess, unless and until that fact has been finally adjudicated by a court of last resort. **The Lender's payment or credit of any such refund will extinguish any right of action or defense to foreclosure Borrower might have arising out of such overcharge.**

This Section 13 will supersede any inconsistent provision of the Note or this Security Instrument.

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

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 14(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 14(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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



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

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

16. Borrower's Copies. One Borrower will be given one copy of the final loan application and all documents signed by Borrower at closing related to the Extension of Credit.

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

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

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

18. Borrower's Right to Reinstate the Extension of Credit after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Extension of Credit and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 17.

To reinstate the Extension of Credit, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses, allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or



cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Extension of Credit, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

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

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

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

21. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 14) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 21. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a Lender has 60 days to comply with its obligations under the Extension of Credit after being notified by a Borrower of a failure to comply with any such obligation. The notice of Default given to Borrower pursuant to Section 23(a) and the notice of acceleration given to Borrower pursuant to Section 17 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 21.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are expressly limited so that in no event will any agreement between Lender and Borrower, or between either of them and any third party, be construed to limit Lender's right or time period to correct any failure to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution to the fullest extent allowed by Applicable Law. As a precondition to taking any action premised on a failure of Lender to comply with its obligations under the Extension of Credit, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender at least 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, Lender will forfeit all principal and interest of the Extension of Credit only if: (a) Lender receives said notice, the failure to comply may be corrected by one of the methods set forth in Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, and Lender fails to correct the failure to comply within 60 days after it receives said notice; (b) the Extension of Credit is made by a person other than a person described under Section 50(a)(6)(P), Article XVI of the Texas Constitution; or (c) each owner of the Property and each owner's spouse has not consented to the lien established by this Security Instrument and each owner and each owner's spouse who did not initially consent does not subsequently consent. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution, including in reasonable efforts to obtain the subsequent consent of any owner or owner's spouse who does not initially consent to the lien established by this Security Instrument.



In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document will be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation will be subject to the provisions of this Section 21, and the document may be reformed, by written notice or written acknowledgment from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation will be modified to conform to the Texas Constitution, and in no event will Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to Applicable Law and, specifically, to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law or does not comply with Section 50(a)(6), Article XVI of the Texas Constitution, then any such promise, payment, obligation or provision is hereby reduced to the limit of such validity, eliminated as a requirement if necessary for compliance with such law, or reformed if necessary to comply with such law without the necessity of the execution of any amendment or the delivery of any other document by Borrower or Lender.

Lender's right-to-comply as provided in this Section 21 will survive the payoff of the Extension of Credit. The provision of this Section 21 will supersede any inconsistent provision of the Note or this Security Instrument.

22. Hazardous Substances.

(a) Definitions. As used in this Section 22: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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



Borrower and Lender further covenant and agree as follows:

23. Acceleration; Remedies.

(a) **Notice of Default.** Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 17 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) **Acceleration; Power of Sale; Expenses.** If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. As allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 23, including, but not limited to: (i) court costs; (ii) reasonable attorneys' fees and costs; (iii) property inspection and valuation fees; and (iv) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are incorporated by reference. The power of sale granted will be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

(c) **Notice of Sale; Sale of Property.** It is the express intention of Lender and Borrower that Lender will have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's Default remedies will include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee will have all the powers provided except as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 23 will apply. If Lender invokes the power of sale, Lender its designee, or Trustee will give notice of the date, time, place, and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee will mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale will be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after that stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules will prevail, and this provision will automatically be reformed to the extent necessary to comply.

(d) **Trustee's Deed; Proceeds of Sale.** Trustee will deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.



If the Property is sold pursuant to this Section 23, Borrower or any person holding possession of the Property through Borrower will immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person will be a Tenant at sufferance and may be removed by writ of possession or other court proceeding.

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

24. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender will cancel and return the Note to the owner of the Property and provide the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner will pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, WILL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

25. Non-Recourse Liability. Lender will be subrogated to any and all rights, superior title, liens, and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment, and regardless of whether the lien established by this Security Instrument is held to be invalid. Borrower agrees that any statute of limitations related to a cause of action or right to foreclose based on such subrogated rights, superior title, liens, and equities are tolled to the extent necessary until, at the earliest, a final adjudication by a court of last resort that the lien established by this Security Instrument is invalid. Borrower further agrees that Lender will have the same rights and powers provided in Section 23 in connection with any such subrogated rights, superior title, liens, and equities as Lender has in connection with the lien established by this Security Instrument.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 25 will not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

26. Proceeds. The owner of the Property will not be required to apply the proceeds of the Extension of Credit to repay another debt, unless such debt, if any, is a debt secured by the Property or a debt to another lender. If proceeds of the Extension of Credit are being applied to a debt due to Lender and not secured by the Property, it is being done voluntarily by the owner of the Property and at the owner's request. Lender would make the Extension



of Credit regardless of whether any proceeds are being applied to a debt due to Lender and not secured by the Property.

27. No Assignment of Wages. The owner of the Property is not assigning wages, and will not be required to assign wages, as security for the Extension of Credit.

28. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made. The fair market value stated in the written acknowledgment is correct and is the value estimate in an appraisal or evaluation of the Property that was prepared in accordance with a state or federal requirement applicable to an extension of credit under Section 50(a)(6), Article XVI, Texas Constitution. The principal amount of the Extension of Credit, when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances of record against the Property, does not exceed eighty percent (80%) of the value stated in the executed acknowledgment. Borrower understands and agrees that Lender and its successors and assigns are relying upon Borrower's representations regarding the fair market value of the Property as additional consideration for making or purchasing the Extension of Credit, and that such representations are material. Borrower represents, warrants, covenants and agrees that such representations are being made on all information known to Borrower and Lender at this time, and that Borrower may not later assert a different fair market value of the Property, even if such assertion is based on information discovered by Borrower after the Extension of Credit is made.

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

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

30. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which: (a) create cross default; (b) provide for additional collateral; (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit; and/or (d) allow the Extension of Credit to be accelerated because of a decrease in the market value of the Property or because of a default under other indebtedness not secured by a prior valid encumbrance against the Property. This waiver includes, but is not limited to, any: (aa) guaranty; (bb) cross collateralization; (cc) future indebtedness; (dd) cross Default; and/or (ee) dragnet provisions in any loan documentation with Lender.

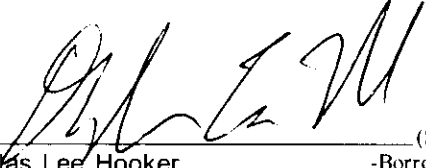
31. Waiver of Consequential, Punitive, and Speculative Damages. Lender and Borrower agree that, in connection with any action, suit, or proceeding relating to or arising out of this Security Instrument or any of the other Loan documents, each mutually waives to the fullest extent permitted by Applicable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



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

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.



Douglas Lee Hooker (Seal)
-Borrower



Mary Lisa Duncan-Hooker (Seal)
-Borrower



[Space Below This Line For Acknowledgment]

The State of TEXAS

County of COMAL

Before me, Rachel Paul
(here insert the name and character of the notarizing officer)

on this day personally appeared Douglas Lee Hooker AND Mary Lisa Duncan-Hooker

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

or through drivers license
(description of identity card or other document)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of February, 2024



Rachel Paul
(Notary Public Signature)

(SEAL)

Loan Originator: Lena Bohlen, NMLSR ID 766436
Loan Originator Organization: Sage Capital Bank, NMLSR ID 405828
Loan Originator Organization: UNITED WHOLESALE MORTGAGE, LLC, NMLSR ID 3038



Exhibit "A"
Property Description
A.P.N.: 74-0348-0009-00

BEING a 50.912 acre tract located in the Louis Krause Survey No. 714, Abstract No. 348, Comal County, Texas, being out of a called 68.915 acre tract, conveyed to Aloha Self Storage LLC, by Deed recorded in Document No. 202006051001, Official Public Records of Comal County, Texas, and being that certain tract described by Deed recorded in Document No. 202206041991, Official Public Records of Comal County, Texas, said 50.912 acre tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System of 1983, South Central Zone (4204);

BEGINNING at a 3" metal fence post found at an angle point in the easterly line of the called 68.915 acre tract, said point being an angle point in the southwest line of the remaining portion of a called 95.904 acre tract recorded in Document No. 202006021312, Official Public Records of Comal County, Texas, said point also being the northwest corner of a called 19.287 acre tract recorded in Document No. 9606014514, Official Public Records of Comal County, Texas, said point also being S79°00'51" W, a distance of 462.52' from a 1/2" iron rod found at the northeast corner of the called 19.287 acre tract;

THENCE: S 00°23'58" E, with the west line of the called 19.287 acre tract, and the east line of the herein described tract, a distance of 531.75'(S 00°23'58" E, 531.75' record) to a 3" metal fence post found for corner at the north corner of a called 35.00 acre tract recorded in Document No. 202006008486, Official Public records of Comal County, Texas;

THENCE: departing the west line of the called 19.287 acre tract, with the northwest and north lines of the called 35.00 acre tract, and the southeast and south lines of the herein described tract, the following courses and distances:

•S 54°03'41" W, 1062.11'(S 54°03'49" W, 1062.29' record) to a 1/2" iron rod with "MDS" cap found for angle;

•N 89°59'06" W, 935.61'(N 89°58'50" W, 935.44' record) to a 1/2" iron rod with "MDS" cap found for southwest corner at the northwest corner of the called 35.00 acre tract, said point being in the east line of a called 358.47 acre tract recorded in Document No. 465747, Official Public Records of Comal County, Texas;

THENCE: with the east lines of the called 358.47 acre tract, and the west lines of the herein described tract, the following courses and distances:

•N 00°05'25" W, 949.47'(N 00°05'25" W, 949.37' record) to a 1/2" iron rod with "MDS" cap found for angle;

•N 00°15'43" W, 111.11'(N 00°15'43" W, 111.21'record)to a 1/2"iron rod with "MDS" cap found for corner at the southwest corner of a called 18.002 acre tract recorded in Document No. 202106019380, Official Public Records of Comal County, Texas;

THENCE: departing the east line of the called 358.47 acre tract, with the southeast and southwest lines of the called 18.002 acre tract, and the northwest and northeast lines of the herein described tract, the following courses and distances:

•N 59°43'21" E, 1051.91'(N 59°43'21" E, 1051.91' record) to a 1/2" iron rod with "MDS" cap found for angle;

•S 73°46'56" E, 540.32'(S 73°47'57" E, 540.03' record) to a 1/2" iron rod with "MDS" cap found for angle;

•N 80°21'57" E, 99.79'(N 80°35'04" E, 100.00' record) to a 1/2" iron rod with "MDS" cap found for corner in the southwest line of a called 39.00 acre tract recorded in Document No. 202306025963, Official Public Records of Comal County, Texas;

THENCE: S 41°37'17" E, with the southwest line of the called 39.00 acre tract, and a portion of the southwest line of the called 95.904 acre tract, and the northeast line of the herein described tract, a distance of 403.81' (S 41°37'38" E, 403.71'record) to the POINT OF BEGINNING, and containing 50.912 acres of land, more or less

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Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
02/07/2024 01:50:03 PM
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202406003806



Bobbie Koepf

which has the address of:

2452 OLD WEHE RANCH RD

[Street]

Spring Branch

, Texas

78070

("Property Address").

[City]

[Zip Code]

The Property includes all incidental rights in and to the Property including all improvements now or subsequently erected on the Property, including replacements and additions to the improvements on such Property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, any strips or gores of real property between such real property and abutting or adjacent properties, and fixtures now or subsequently a part of the Property. All replacements and additions are included as well as any interest in a planned unit development, condominium project, homeowners' association or equivalent entity owning or managing common areas or facilities associated with the Property. All of the foregoing is referred to herein as the Property, provided however, that if the Property includes both homestead property and property that is not homestead property, the Property is limited solely to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. If no part of the Property is homestead property, the homestead protections of Section 50, Article XVI of the Texas Constitution are not applicable to this Extension of Credit.

The Property does not include any additional real or personal property not included within the definition of homestead in accordance with applicable law including but not limited to Sections 41.002(a), (b), and (c) of the Texas Property Code which provide:

§ 41.002 Definition of Homestead

(a) If used for the purposes of an urban home or as both an urban home and a place to exercise a calling or business, the homestead of a family or a single, adult person, not otherwise entitled to a homestead, shall consist of not more than 10 acres of land which may be in one or more contiguous lots, together with any improvements thereon.

(b) If used for the purposes of a rural home, the homestead shall consist of:

(1) for a family, not more than 200 acres, which may be in one or more parcels, with the improvements thereon; or

(2) for a single, adult person, not otherwise entitled to a homestead, not more than 100 acres, which may be in one or more parcels, with the improvements thereon.

(c) A homestead is considered to be urban if, at the time the designation is made, the property is:

(1) located within the limits of a municipality or its extraterritorial jurisdiction or a platted subdivision; and

(2) served by police protection, paid or volunteer fire protection, and at least three of the following services provided by a municipality or under contract to a municipality: (A) electric;

(B) natural gas; (C) sewer; (D) storm sewer; and (E) water.

B. I understand that the lender making the Extension of Credit is **UNITED WHOLESAL**
MORTGAGE, LLC

(the "Lender").

C. The undersigned includes all owners and spouses of owners of the Property and all borrowers named in the Note.

D. The Extension of Credit is secured by a voluntary lien on the Property created under a written agreement with the consent of all owners and all spouses of owners, and execution of this Texas Home Equity Affidavit and Agreement is deemed evidence of such consent.

E. The Extension of Credit is of a principal amount that, when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances of record against the Property, does not exceed eighty percent (80%) of the fair market value of the Property on the date the Extension of Credit is made.

F. I have not paid any fee or charge that is not disclosed in the final itemized disclosure provided at closing.



G. Neither the Lender nor any other party has required any additional collateral (real or personal property), other than the Property described in the Security Instrument, to secure the Extension of Credit.

H. The Extension of Credit is the only loan made pursuant to Section 50(a)(6), Article XVI of the Texas Constitution that will be secured by the Property at the time the Extension of Credit is funded.

I. At least twelve (12) days before the date on which the Note and Security Instrument are being signed, the owner of the Property submitted a loan application to the Lender, or the Lender's representative, for the Extension of Credit, and the Lender, or the Lender's representative, provided the owner with a copy of the Notice Concerning Extensions of Credit described by Section 50(g), Article XVI of the Texas Constitution (the "Notice").

J. The owner of the Property either (a) received a copy of the loan application if not previously provided and a final itemized disclosure of the actual fees, points, interest, costs, and charges that would be charged at closing at least one (1) business day before the date of the signing of the Note and Security Instrument, or (b) a bona fide emergency or other good cause exists in the area where the Property is located and the owner of the Property hereby consents to the Lender providing a copy of the loan application and providing or modifying such final itemized disclosure on the date of the signing of the Note and Security Instrument.

K. If I am an owner of the Property, I received the Notice in English. If the discussions with the borrowers named in the Note were conducted primarily in a language other than English, the borrowers named in the Note received from Lender, or Lender's representative, before closing, an additional copy of the Notice translated into the written language in which the discussions were conducted.

L. The Extension of Credit is being closed, that is I am signing the loan documents, at the office of the Lender, an attorney at law, or a title company.

M. It has been at least one year since the closing date of any other extension of credit made pursuant to Section 50(a)(6), Article XVI of the Texas Constitution secured by the Property, unless (i) this Extension of Credit is a refinance of a prior extension of credit pursuant to Section 50(a)(6), Article XVI of the Texas Constitution, and is being made to cure the failure of any lender or holder of the prior extension of credit to comply with its obligations under the prior extension of credit (referred to here as a cure refinance); (ii) the prior extension of credit was a cure refinance, in which case it has been at least one year since the closing date of the most recent extension of credit prior to a cure refinance; or (iii) I, on my oath, requested an earlier closing due to a declared state of emergency.

N. The Extension of Credit is being made on the following conditions, and each such condition has been satisfied:

- i. The owner of the Property is not being required to apply the proceeds of this Extension of Credit to repay another debt, unless such other debt, if any, is a debt secured by the Property or is a debt to another lender. If any loan proceeds are being applied to a debt that is due to the Lender and is not secured by the Property, it is being done voluntarily by the owner of the Property and at the owner's request. The Lender would make the Extension of Credit regardless of whether any loan proceeds are being applied to such debt.
- ii. The owner of the Property is not assigning wages as security for the Extension of Credit, and the Security Instrument shall prohibit any requirement that the owner assign wages in the future as security for the Extension of Credit.
- iii. The owner of the Property is not signing any instrument in which blanks relating to substantive terms of agreement are left to be filled in. I have carefully read the Note, the Security Instrument, and this Texas Home Equity Affidavit and Agreement, and I attest that there are no blanks relating to substantive terms of agreement in those instruments.
- iv. The owner of the Property is not signing a confession of judgment or power of attorney to the Lender or to a third person to confess judgment or to appear for the owner in a judicial proceeding.
- v. The owner of the Property has received a copy of the final loan application and all executed documents signed by the owner at closing related to the Extension of Credit.
- vi. The Security Instrument contains the disclosure required by Section 50(a)(6)(Q)(vi), Article XVI of the Texas Constitution that the Extension of Credit is the type of credit defined by Subsection (a)(6) of Section 50, Article XVI of the Texas Constitution.
- vii. The Security Instrument provides that within a reasonable time after termination and full payment of the Extension of Credit, the Lender will cancel and return the Note to the owner of the Property



and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement and assignment of the lien to a lender that is refinancing the Extension of Credit.

- viii. The owner of the Property and any spouse of the owner may, within three (3) days after the Extension of Credit is made, rescind the Extension of Credit without penalty or charge.
- ix. The owner of the Property and the Lender have signed a written acknowledgment as to the fair market value of the Property on the date the Extension of Credit is made.
- x. Except as provided by Section 50(a)(6)(Q)(xi), Article XVI of the Texas Constitution, the Lender or any holder of the Note for the Extension of Credit shall forfeit all principal and interest of the Extension of Credit if the Lender or holder fails to comply with the Lender's or holder's obligations under the Extension of Credit and fails to correct the failure to comply not later than the sixtieth (60th) day after the date the Lender or holder is notified by the borrower of the Lender's failure to comply by one of the methods set forth in Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution.
- xi. The Lender or any holder of the Note for the Extension of Credit shall forfeit all principal and interest of the Extension of Credit if the Extension of Credit is made by a person other than a person described under Section 50(a)(6)(P), Article XVI of the Texas Constitution or if the lien was not created under a written agreement with the consent of each owner of the Property and each owner's spouse, unless each owner and each owner's spouse who did not initially consent subsequently consents.

O. The fair market value stated in the written acknowledgment that has been signed by the owner of the Property is correct and is the value estimate in an appraisal or evaluation of the Property that was prepared in accordance with a state or federal requirement applicable to an extension of credit under Section 50(a)(6), Article XVI of the Texas Constitution.

P. I have not provided the Lender with any information and I have no knowledge of any information that would cause the Lender to have actual knowledge that the fair market value stated in the written acknowledgment that has been signed by the owner of the Property is incorrect.

Q. The Property is not being purchased with any part of the proceeds of the Extension of Credit.

R. Unless Lender otherwise agrees in writing, all borrowers named in the Note shall occupy the Property as their homestead pursuant to the terms of the Security Instrument.

S. I understand that the Extension of Credit is not a form of open-end account that may be debited from time to time or under which credit may be extended from time to time. Lender, at its option, may make monetary advances to protect the Property (i.e. pay real estate taxes, hazard insurance payments, etc.) in accordance with the Security Instrument.

T. I understand that the Note, Security Instrument, and this Texas Home Equity Affidavit and Agreement define the terms of the Extension of Credit and are to be construed as an entirety.

II. AGREEMENT PROVISIONS:

A. No Personal Liability in the Absence of Actual Fraud. I understand that pursuant to Section 50(a)(6)(C), Article XVI of the Texas Constitution the Extension of Credit is without recourse for personal liability against each owner of the Property and the spouse of each owner and that Lender and its successors and assigns can enforce the promises and obligations in the Note and the Security Instrument solely against the Property, unless an owner or spouse of an owner obtains the Extension of Credit by actual fraud.

B. Inducement and Reliance. I understand that my execution of this Texas Home Equity Affidavit and Agreement is made to induce Lender and its successors and assigns to make or purchase the Extension of Credit, and that Lender and its assigns will rely on it as additional consideration for making or purchasing the Extension of Credit. I also understand that each of the statements made in the Representations and Warranties Section is material and will be acted upon by the Lender and its assigns, and that if such statement is false or made without knowledge of the truth, the Lender and its assigns will suffer injury.

C. Remedies in the Event of Actual Fraud. If any owner of the Property, or the spouse of an owner, obtains the Extension of Credit by actual fraud, then each owner, spouse of each owner and all borrowers named in



the Note agree to indemnify and save Lender and its successors and assigns harmless against any loss, costs, damages, attorneys' fees, expenses and liabilities which Lender may incur or sustain in connection with such actual fraud and any court action arising therefrom and will pay the same upon demand. In addition, the borrowers named in the Note may become personally liable for repayment of the Extension of Credit.

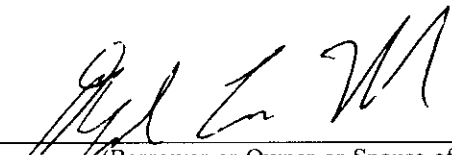
D. Opportunity for Lender to Comply. It is agreed that, except as required by law, the Lender or any holder of the Note for the Extension of Credit shall not forfeit any principal or interest on the Extension of Credit by reason of failure by Lender or holder to comply with its obligations under the Extension of Credit, unless the Lender or holder of the Note fails to correct the failure to comply not later than the 60th day after the borrower notifies the Lender or holder of the Note of its failure to comply.

E. Tax Advice. It is agreed that it is the borrower's responsibility to determine any and all aspects of tax considerations related to the Extension of Credit. I have not relied on any tax advice provided by Lender or Lender's representatives. It is my responsibility to seek and obtain independent tax advice.

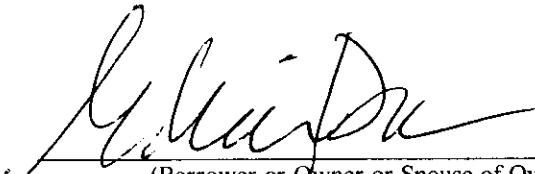
III. STATEMENT UNDER OATH

I hereby swear under oath that the representations and warranties referred to and set forth in Section I above are true and correct. I understand that this Texas Home Equity Affidavit and Agreement is part of the Extension of Credit documentation.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY BY ALL OWNERS OF THE PROPERTY, SPOUSES OF OWNERS, AND BORROWERS NAMED IN THE NOTE. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]



(Borrower or Owner or Spouse of Owner)
Douglas Lee Hooker



(Borrower or Owner or Spouse of Owner)
Mary Lisa Duncan-Hooker

(Borrower or Owner or Spouse of Owner)

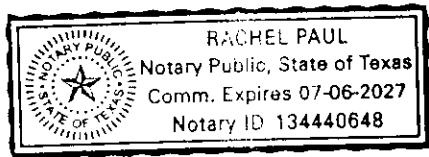
(Borrower or Owner or Spouse of Owner)

(Borrower or Owner or Spouse of Owner)

(Borrower or Owner or Spouse of Owner)



SWORN TO AND SUBSCRIBED before me on this 2nd day of February, 2024.



[PERSONALIZED SEAL]

Rachel Paul

Notary Public

Rachel Paul

Printed Name of Notary

My Commission Expires: 7-6-27

ADVISORY NOTICE

ALL STATEMENTS IN THE FOREGOING TEXAS HOME EQUITY AFFIDAVIT AND AGREEMENT ARE MADE UNDER OATH. IF ANY SUCH STATEMENT IS MADE WITH KNOWLEDGE THAT SUCH STATEMENT IS FALSE, THE PERSON MAKING SUCH FALSE STATEMENT MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES UNDER APPLICABLE LAW, MAY BE PERSONALLY LIABLE ON THE NOTE AND MAY CAUSE ALL OTHER BORROWERS NAMED IN THE NOTE TO BE PERSONALLY LIABLE ON THE NOTE.



Exhibit "A"
Property Description
A.P.N.: 74-0348-0009-00

BEING a 50.912 acre tract located in the Louis Krause Survey No. 714, Abstract No. 348, Comal County, Texas, being out of a called 68.915 acre tract, conveyed to Aloha Self Storage LLC, by Deed recorded in Document No. 202006051001, Official Public Records of Comal County, Texas, and being that certain tract described by Deed recorded in Document No. 202206041991, Official Public Records of Comal County, Texas, said 50.912 acre tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System of 1983, South Central Zone (4204);

BEGINNING at a 3" metal fence post found at an angle point in the easterly line of the called 68.915 acre tract, said point being an angle point in the southwest line of the remaining portion of a called 95.904 acre tract recorded in Document No. 202006021312, Official Public Records of Comal County, Texas, said point also being the northwest corner of a called 19.287 acre tract recorded in Document No. 9606014514, Official Public Records of Comal County, Texas, said point also being S79°00'51" W. a distance of 462.52' from a 1/2" iron rod found at the northeast corner of the called 19.287 acre tract;

THENCE: S 00°23'58" E, with the west line of the called 19.287 acre tract, and the east line of the herein described tract, a distance of 531.75'(S 00°23'58" E, 531.75' record) to a 3" metal fence post found for corner at the north corner of a called 35.00 acre tract recorded in Document No. 202006008486, Official Public records of Comal County, Texas;

THENCE: departing the west line of the called 19.287 acre tract, with the northwest and north lines of the called 35.00 acre tract, and the southeast and south lines of the herein described tract, the following courses and distances:

•S 54°03'41" W, 1062.11'(S 54°03'49" W, 1062.29' record) to a 1/2" iron rod with "MDS" cap found for angle;

•N 89°59'06" W, 935.61'(N 89°58'50" W, 935.44' record) to a 1/2" iron rod with "MDS" cap found for southwest corner at the northwest corner of the called 35.00 acre tract, said point being in the east line of a called 358.47 acre tract recorded in Document No. 465747, Official Public Records of Comal County, Texas;

THENCE: with the east lines of the called 358.47 acre tract, and the west lines of the herein described tract, the following courses and distances:

•N 00°05'25" W, 949.47'(N 00°05'25" W, 949.37' record) to a 1/2" iron rod with "MDS" cap found for angle;

•N 00°15'43" W, 111.11'(N 00°15'43" W, 111.21'record)to a 1/2" iron rod with "MDS" cap found for corner at the southwest corner of a called 18.002 acre tract recorded in Document No. 202106019380, Official Public Records of Comal County, Texas;

THENCE: departing the east line of the called 358.47 acre tract, with the southeast and southwest lines of the called 18.002 acre tract, and the northwest and northeast lines of the herein described tract, the following courses and distances:

•N 59°43'21" E, 1051.91'(N 59°43'21" E, 1051.91' record) to a 1/2" iron rod with "MDS" cap found for angle;

•S 73°46'56" E, 540.32'(S 73°47'57" E, 540.03' record) to a 1/2" iron rod with "MDS" cap found for angle;

•N 80°21'57" E, 99.79'(N 80°35'04" E, 100.00' record) to a 1/2" iron rod with "MDS" cap found for corner in the southwest line of a called 39.00 acre tract recorded in Document No. 202306025963, Official Public Records of Comal County, Texas;

THENCE: S 41°37'17" E, with the southwest line of the called 39.00 acre tract, and a portion of the southwest line of the called 95.904 acre tract, and the northeast line of the herein described tract, a distance of 403.81' (S 41°37'38" E, 403.71'record) to the POINT OF BEGINNING, and containing 50.912 acres of land, more or less

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Official Public Records
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Comal County, Texas
02/07/2024 01:50:02 PM
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Bobbie Koeppe

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.

General Warranty Deed

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL §

Executed on date of acknowledgement to be Effective: January 1, 2022

Grantor: **Aloha Self Storage, L.L.C., a Texas limited liability company**

Grantor's Mailing Address: 2452 Old Wehe Ranch Rd., Spring Branch, Comal County, Texas
78070

Grantee: **Doug Hooker and Lisa Hooker**

Grantee's Mailing Address: 2452 Old Wehe Ranch Rd, Spring Branch, Comal County 78070

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): See Exhibit "A" attached hereto and incorporated herein.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: All presently recorded restrictions, reservations, easements, covenants and conditions that affect the property and taxes for the current year, the payment of which Grantee assumes.

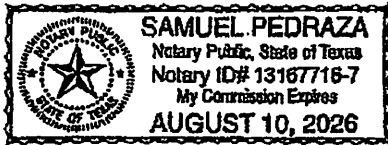
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee 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 Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Aloha Self Storage, L.L.C., a Texas
limited liability company

By: *DM*
Printed Name: ~~_____~~ Doug Hooker
Title: President

This instrument was acknowledged before me on this the 19th day of September, 2022, by Doug Hooker, President, of Aloha Self Storage, L.L.C., a Texas limited liability company, in the capacity therein stated.



Samuel Pedraza
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Kristen Quinney Porter, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

PREPARED IN THE LAW OFFICE OF:
Kristen Quinney Porter, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

MDS LAND SURVEYING COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | DIL & GAS | TOPOGRAPHIC
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS (FORM NO. 128) 11-1-2019
 874 HARPER ROAD, SUITE 104 • KERRVILLE, TX 78021 • 830-716-1030

FIELD NOTES FOR AN 18.002 ACRE TRACT

BEING an 18.002 acre tract located in the Louis Krause Survey No. 714, Abstract No. 348, Comal County, Texas, being out of a called 68.915 acre tract, conveyed to Aloha Self Storage LLC, by Deed recorded in Document No. 202006051001, Official Public Records of Comal County, Texas, said 18.002 acre tract being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System of 1983, South Central Zone (4204):

BEGINNING at a 5/8" iron rod with "MDS" cap found at the northwest corner of the called 68.915 acre tract, and the southwest corner of a called 44.902 acre tract, recorded in Document No. 201906013047, Official Public Records of Comal County, Texas, said point also being in the east line of a called 358.47 acre tract, recorded in Volume 288, Page 14, Deed Records of Comal County, Texas, and Volume 152, Page 626, Deed Records of Comal County, Texas;

THENCE: N 59°43'21" E (N 59°43'21" E), departing the east line of the called 358.47 acre tract, with the southeast line of the called 44.902 acre tract, and the northwest line of the called 68.915 acre tract, for a distance of 986.26' to a 5/8" iron rod with "MDS" cap found for corner at a west corner of a called 95.904 acre tract, recorded in Document No. 202006021312, Official Public Records of Comal County, Texas;

THENCE: S 41°37'38" E (S 41°37'38" E), with the northeast line of the called 68.915 acre tract, and the southwest line of the called 95.904 acre tract, for a distance of 1019.08' to a 5/8" iron rod with "MDS" cap set for corner;

THENCE: departing the with the northeast line of the called 68.915 acre tract, and the southwest line of the called 95.904 acre tract, severing the called 68.915 acre tract, the following courses and distances:

- S 80°35'04" W, for a distance of 100.00' to a 5/8" iron rod with "MDS" cap set for angle;
- N 73°47'57" W, for a distance of 540.03' to a 5/8" iron rod with "MDS" cap set for angle;
- S 59°43'21" W, for a distance of 1051.91' to a 5/8" iron rod with "MDS" cap set for corner in the west line of the called 68.915 acre tract, and the east line of the called 358.47 acre tract;

THENCE: N 00°15'43" W, with the west line of the called 68.915 acre tract, and the east line of the called 358.47 acre tract, for a distance of 660.54' to the POINT OF BEGINNING, and containing 18.002 acres of land, more or less.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc in December of 2020. A survey plat of equal data was made in conjunction with this description.



 Jeff Boerner, RPLS #4939
 Date: 12-02-2020
 Job No. 21-117-00



EXHIBIT A

MDS | LAND SURVEYING
COMPANY, INC.

ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS REGISTRATION NO. 49339
575 HURSTON ROAD, SUITE 100 - WIRENOLA, TX 76091-4300

**FIELD NOTES FOR A 0.418 OF ONE ACRE
45' WIDE INGRESS/EGRESS EASEMENT**

BEING a 0.418 of one acre 45' wide ingress/egress easement located in the Louis Krause Survey No. 714, Abstract No. 348, Comal County, Texas, being out of a called 68.915 acre tract, conveyed to Aloha Self Storage LLC, by Deed recorded in Document No. 202006031001, Official Public Records of Comal County, Texas, said 0.418 of one acre 45' wide ingress/egress easement, being more particularly described by metes and bounds as follows, with all bearings based on the Texas State Plane Coordinate System of 1983, South Central Zone (4204);

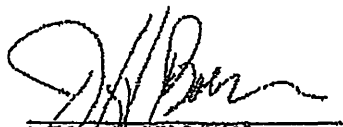
BEGINNING at a 5/8" iron rod with "MDS" cap found at an angle point in the easterly line of the called 68.915 acre tract, an angle point in the westerly line of the called 95.904 acre tract, recorded in Document No. 202006021312, Official Public Records of Comal County, Texas, and a northwest corner of a called 19.287 acre tract, recorded in Document No. 9606014514, Official Public Records of Comal County, Texas, said point also being N 00°23'58" W, a distance of 531.75' from a 5/8" iron rod found at the southeast corner of the called 68.915 acre tract, and an angle point in the west line of the called 19.287 acre tract;

THENCE: over and across the called 68.915 acre tract, the following courses and distances:

- S 79°00'51" W, for a distance of 52.30' to a point for corner;
- N 41°37'38" W, for a distance of 405.40' to a point for corner;
- N 80°35'04" E, for a distance of 53.19' to a point for corner in the easterly line of the called 68.915 acre tract, and the westerly line of the called 95.904 acre tract;

THENCE: S 41°37'38" E, with the easterly line of the called 68.915 acre tract, and the westerly line of the called 95.904 acre tract, for a distance of 403.71' to the POINT OF BEGINNING, and containing 0.418 of one acre for this 45' wide ingress/egress easement.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc in December of 2020. A survey plat of equal date was made in conjunction with this description.


Jeff Boerner, RPLS #4939
Date: 12-02-2020
Job No. 21-117-00



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
04/12/2021 02:48:43 PM
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 Bobbie Koepf

EXHIBIT B

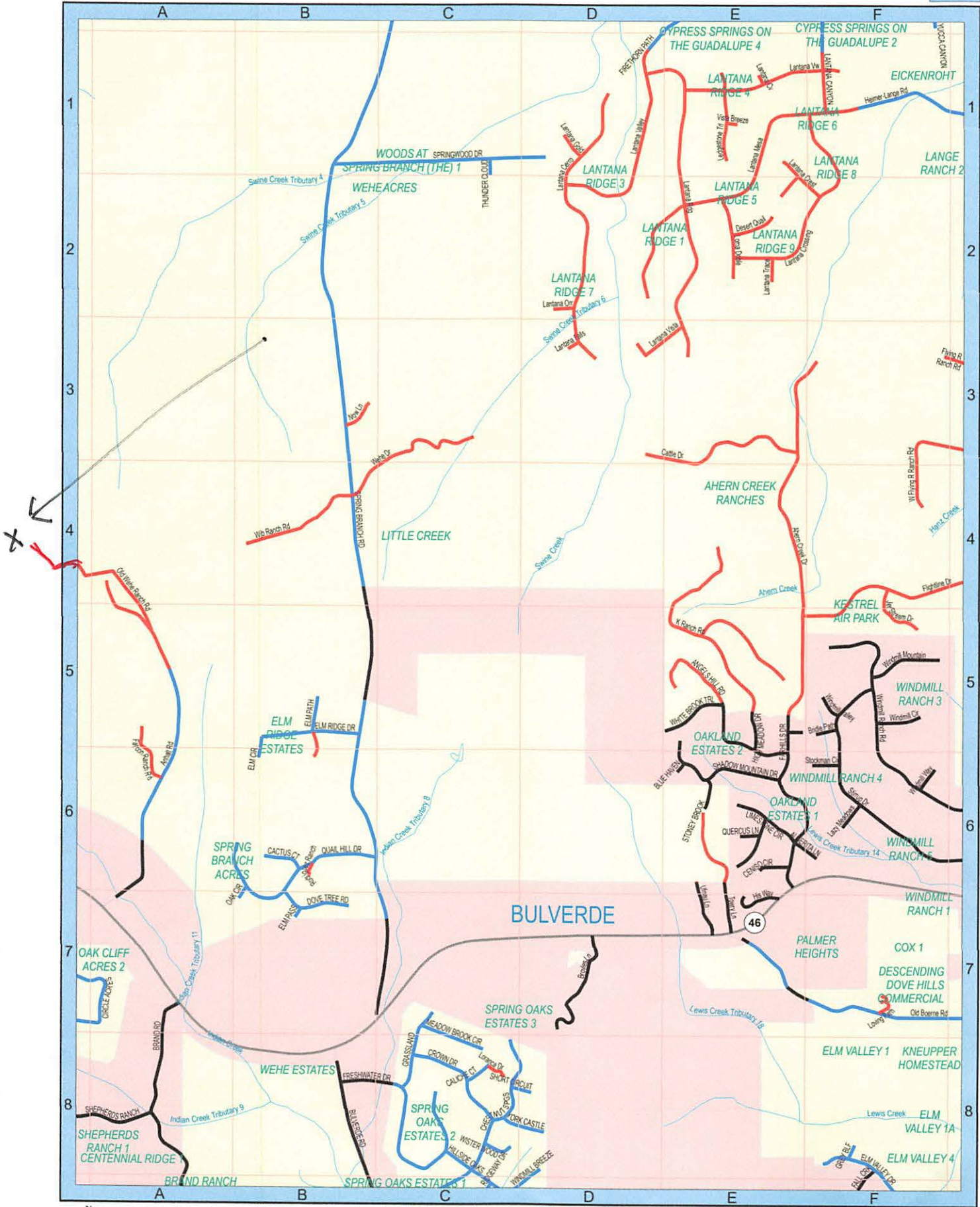
Exhibit "A- 1"

Being a 50.913 acre tract located in the Louls Krause Survey No. 214, Abstract No. 348, Comal County, Texas being out of a called 68.915 acre tract conveyed to Aloha Self Storage, LLC, by Deed recorded in Document No. 202006051001. Official Public Records of Comal County, Texas; SAVE AND EXCEPT that certain 18.002 acre parcel and the 0.418 of one acre parcel more particularly described in Exhibit "A and B" attached hereto and made a part hereof.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/21/2022 09:44:16 AM
LOUISA 5 Pages(s)
202206041991



Bobbie Koepp



SEE PAGE 39



0 1,250 2,500
Feet

0 0.25 0.5
Miles