

1807911

10/02/2018 11:23:49 AM Total Pages: 7 Fee: 36.00  
Debbie Hollan, County Clerk - Waller County, TX



BANK MLO #466636  
LENDER MLO #762220

**RENEWAL, MODIFICATION AND EXTENSION AGREEMENT**

**Effective Date:** September 23, 2018

**Holder of Note and Lien:** CITIZENS STATE BANK, Sealy, Texas

**Holder's Mailing Address:**

P. O. Box 600  
Sealy, Austin County, Texas 77474

**Obligor:** NICHOLAS HLUCHAN and wife, PANAGIOTA HLUCHAN

**Obligor's Mailing Address:**

25230 Clover Ranch Drive  
Katy, Texas 77494

**Note:**

**Date:** September 23, 2013

**Original Principal Amount:** \$100,000.00

**Borrower:** NICHOLAS HLUCHAN and wife, PANAGIOTA HLUCHAN

**Lender:** CITIZENS STATE BANK, Sealy, Texas

**Original Maturity Date:** September 23, 2018

**Unpaid Principal and Interest on Note:** \$84,684.12

**Lien Documents:**

Deed of Trust dated September 23, 2013, from Nicholas Hluchan and wife, Panagiota Hluchan to Bradley A. Burttschell, Trustee, and recorded under Volume 1380, Page 441, Clerk's File No. 1306281 in the Official Public Records of Waller County, Texas.

Warranty deed with vendor's lien dated September 23, 2013, from Gregory R. Luke and wife, Amy L. Luke to Nicholas Hluchan and wife, Panagiota Hluchan and recorded under Volume 1380, Page 437, Clerk's File No. 1306280 in the Official Public Records of Waller County, Texas.

**Property (including any improvements):**

All that certain 2.4229 acre tract of land situated in the H. & T. C. R.R. Survey, A-202, Waller County, Texas, being a part of and out of the original survey of the H. & T. C. R.R. Survey, Section 123, A-202, Waller County, Texas, dated January 31, 1854, being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

**Extended Maturity Date of Note:** October 23, 2023

**Modified Terms:**

The promissory note and deed of trust are modified as follows:

- The maturity date of the note has been extended to October 23, 2023.
- The loan will be a five-year note.
- The interest rate will be FIVE AND 95/100 PERCENT (5.95%) per year based on an actual/360-day year.
- The annual interest rate on matured, unpaid amounts will be EIGHTEEN PERCENT (18.0%) per year based on an actual/360-day year.
- The Principal Amount and interest are due and payable in equal monthly installments of SEVEN HUNDRED SIXTEEN AND NO/100 DOLLARS (\$716.00), on the twenty-third (23rd) day of each month beginning October 23, 2018, and thereafter on the twenty-third (23rd) day of each succeeding month through September 23, 2023, and in one final installment on October 23, 2023, in the amount of the unpaid principal and accrued, unpaid interest as of that date. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

**THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.**

- Whenever pursuant to this Note, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall be (except as is otherwise specifically and expressly provided herein to the contrary) in the sole discretion of Lender and shall be final and conclusive.
- Obligor agrees that if he has not paid the full amount of any required payment by the end of fifteen (15) calendar days after the date it is due, Obligor will pay a late charge of five percent (5%) of the overdue payment.

### **Obligor's Covenants and Warranties**

The Note is secured by liens against the Property. Whether Obligor is primarily liable on the Note or not, Obligor nevertheless agrees to pay the Note and comply with the obligations expressed in the Lien Documents.

For value received, Obligor renews the Note and promises to pay to the order of Holder of Note and Lien, according to the Modified Terms, the Unpaid Principal and Interest on Note. All unpaid amounts are due by the Extended Maturity Date of Note. Obligor also extends the liens described in the Lien Documents. Obligor agrees that this renewal, extension and rearrangement shall in no manner affect or impair the notes or the liens, the purpose being merely to carry forward all liens.

The Note and the Lien Documents continue as written, except as provided in this agreement.

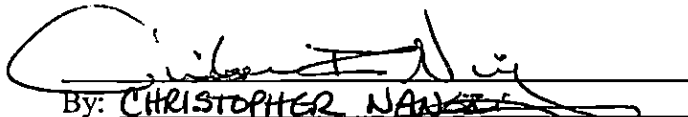
Obligor warrants to Holder of Note and Lien that the Note and the Lien Documents, as modified, are valid and enforceable and represents that they are not subject to rights of offset, rescission, or other claims.

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

*{The remainder of this page intentionally left blank.}*

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

CITIZENS STATE BANK, Sealy, Texas

  
By: CHRISTOPHER NANEZ  
Its: VICE PRESIDENT

  
NICHOLAS HLUCHAN

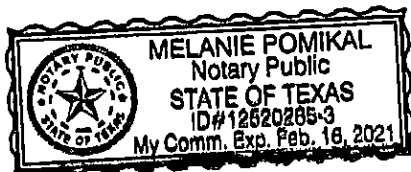
  
PANAGIOTA HLUCHAN

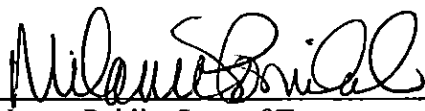
STATE OF TEXAS

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§  
§

COUNTY OF AUSTIN

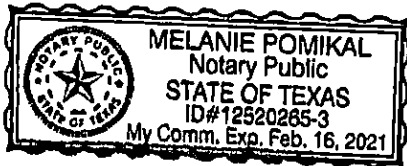
This instrument was acknowledged before me on the 28th day of September, 2018, by CHRISTOPHER NANEZ as VICE PRESIDENT of CITIZENS STATE BANK, Sealy, Texas, on behalf of said bank.



  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF AUSTIN §

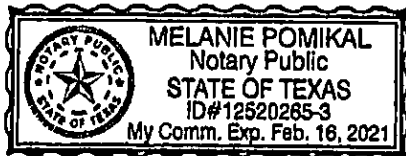
This instrument was acknowledged before me on the 28<sup>th</sup> day of September, 2018, by NICHOLAS HLUCHAN.



Melanie Pomikal  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF AUSTIN §

This instrument was acknowledged before me on the 28<sup>th</sup> day of September, 2018, by PANAGIOTA HLUCHAN.



Melanie Pomikal  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Citizens State Bank  
P. O. Box 600  
Sealy, Texas 77474

2.4229 acres of land situated in the H. & T.C. R.R. Survey, A-202, Waller County, Texas being a part of and out of the original survey of the H. & T.C. R.R. Survey, Section 123, A-202, Waller County, Texas dated January 31, 1854; said 2.4229 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found for the northeasterly corner of the H. & T.C. R.R. Survey, Section 123, A-202 being the centerline intersection of Morton Road (based on a width of 60.00 feet) and Bartlett Road (based on a width of 60.00 feet);

Thence, West, along the centerline of Morton Road, a distance of 50.00 feet to a point for corner;

Thence, S 00° 04' 34" W, a distance of 65.00 feet to a 5/8 inch iron rod set for the northeasterly corner and the POINT OF BEGINNING of the herein described lot;

Thence, S 00° 04' 34" W, a distance of 488.28 feet to a 5/8 inch iron rod set for the southeasterly corner of the herein described lot;

Thence, N 89° 54' 26" W, a distance of 210.00 feet to a 5/8 inch iron rod set for the southwesterly corner of the herein described lot;

Thence, N 00° 04' 34" E, a distance of 502.94 feet to a 5/8 inch iron rod set for the northwesterly corner of the herein described lot;

Thence, East a distance of 195.00 feet to a 5/8 inch iron rod set for corner;

Thence, S 44° 58' 03" E, a distance of 21.20 feet to the POINT OF BEGINNING and containing 2.4229 acres (105,540 square feet) of land, more or less.

**EXHIBIT A**

**FILED AND RECORDED**

**Instrument Number: 1807911**

Filing and Recording Date: 10/02/2018 11:23:49 AM Pages: 7 Recording Fee: \$36.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



*Debbie Hollan*

Debbie Hollan, County Clerk  
Waller County, Texas

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

Marlene Arranaga, Deputy

Returned To:  
CITIZENS STATE BANK  
222 MAIN  
PO BOX 600  
SEALY, TX 77474